

# SPECIAL RULES

## February 14, 2023

Time Started:

Attendance:

Staff:

### Agenda

<b>LOCAL LAW:</b>	<b>TITLE:</b>
<b>WBS</b>	A LOCAL LAW OF THE COUNTY OF RENSSELAER PROVIDING REAL PROPERTY TAX EXEMPTIONS FOR VOLUNTEER FIREFIGHTS AND AMBULANCE WORKERS PURSUANT TO SECITON 466-A OLF THE REAL PROPERTY TAX LAW
<b>REVISED</b>	A LOCAL LAW OF THE COUNTY OF RENSSELAER PROVIDING REAL PROPERTY TAX EXEMPTIONS FOR VOLUNTEER FIREFIGHTS AND AMBULANCE WORKERS PURSUANT TO SECITON 466-A OLF THE REAL PROPERTY TAX LAW
<b>RESOLUTION</b>	<b>TITLE</b>
<b>P/75/23</b>	RESOLUTION URGING AND SUPPORTING THE PASSAGE OF NEW YORK STATE SENATE BILL S.2048
<b>G/76/23</b>	RESOLUTION AUTHORIZING APPROVING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE COUNTY OF RENSSELAER AND CSEA
<b>G/77/23</b>	RESOLUTION AUTHORIZING CONTRACT WITH ALBANY MEDICAL CENTER HOSPITAL - DEPARTMENT OF HEALTH
<b>G/78/23</b>	RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT FOR MEDICAL EXAMINER - DEPARTMENT OF HEALTH

# WITHDRAWN BY SPONSOR

LAI D ON DESK 2-1-23

New York State Department of State  
Division of Corporations, State Records and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Avenue  
Rensselaer, New York 12231-0001  
www.dos.state.ny.us/corps

## Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County of Rensselaer

Local Law No. (Laid on Desk) of the year 2023

A Local Law Of The County Of Rensselaer Providing Real Property Tax Exemptions For Volunteer Firefighters And Ambulance Workers Pursuant To Section 466-A Of The Real Property Tax Law

By: \_\_\_\_\_

Be it enacted by Grant, Maloney, Hoffman, Loveridge, Bayly, Herrington, Casale, Choquette, Fiocco, Gendron, Patire, Stall, Wysocki of the  
(Name of Legislative Body)

County of Rensselaer as follows:

Section 1. Legislative Intent and Purpose.

a. The Rensselaer County Legislature finds and determines that attracting and retaining quality volunteer firefighters and emergency medical personnel is one of the most critical problems facing a number of communities in Rensselaer County and that maintaining effective emergency protection depends on the ability to train and retain volunteers.

b. The Legislature finds and determines that it is essential for the County and its municipalities to provide real property tax exemptions as an incentive to attract new volunteers and help combat a persistent and alarming decline in the number of volunteers serving as active responders to fire and medical emergencies and unless recruits are found to replace retiring volunteers and seasoned members are encouraged to continue their volunteer service, the health and safety of citizens served by the volunteer firefighter and emergency medical personnel corps may be jeopardized.

The Legislature further finds and determines that real property tax exemptions are an appropriate way to recognize the personal sacrifices and dedication of these

## WITHDRAWN BY SPONSOR

LAI D ON DESK 2-1-23

c. community-spirited men and women who unselfishly give their time and risk their safety to protect their neighbors without compensation.

d. The purpose of this Local Law is to adopt the real property tax exemptions provided for volunteer firefighters and emergency medical personnel in accordance with Section 466-a of the Real Property Tax Law to read as follows.

### Section 2. Real Property Tax Exemption.

Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in the County of Rensselaer shall be exempt from taxation to the extent of 10 percent of the assessed value of such property for County purposes, exclusive of special assessments.

### Section 3. Qualifications.

Such exemption shall only be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance services if:

- (a) the applicant resides in the County of Rensselaer and is a member of an incorporated volunteer fire company or fire department or incorporated voluntary ambulance service which provides service within the city, village, town or school district;
- (b) the real property which is the subject of such exemption is the primary residence of the applicant;
- (c) the real property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this Local Law; and
- (d) the applicant has obtained and displayed a certificate issued by the authority having jurisdiction for the incorporated volunteer fire company or fire department indicating that the applicant has been an enrolled member of such incorporated volunteer fire company or fire department for at least two years or the applicant has been certified by the authority having jurisdiction for the incorporated voluntary ambulance service as an enrolled member of such incorporated voluntary ambulance service for at least two years.

### Section 4. Continuation of eligibility requirements.

## WITHDRAWN BY SPONSOR

LAI D ON DESK 2-1-23

The applicant shall maintain continual eligibility for the exemption in accordance with General Municipal Law Section 217 requirements for the Service Award Program, which defines active service as the accrual of a total of fifty (50) points during each anniversary year in accordance with the following:

- (1) One point shall be granted to a volunteer firefighter or member of a volunteer ambulance corps for each of the following activities performed:
  - (a) Participation in a single training session.
  - (b) Participation in a single drill.
  - (c) Completion of a single work night.
  - (d) Completion of each year of service.
  - (e) Election or appointment to a position within the volunteer company, including as a delegate to a firefighter's convention.
  - (f) Teaching a public education fire prevention class without compensation to a school, non-profit, or civics organization.
  - (g) Attendance at a single official meeting of a volunteer company.
  - (h) Participation in a single response and/or standby.
  - (i) Volunteers either temporarily and totally, or partially and permanently disabled, as certified by the workers compensation board, during the course of service or while actively engaged in providing line of duty services, shall receive five (5) points for each full month of disability.
  - (j) Volunteers whose continuous service is interrupted by up to four years of full-time active military duty are eligible for fifty (50) points each full year, prorated for service less than a year.
- (2) At the start of a new anniversary year, the total number of points accumulated by each individual shall return to zero.
- (3) A fifty (50) point total must be accumulated by the end of each year of service to remain eligible for the ten percent (10%) reduction of county, town, village and school real property taxes.

### Section 5. Twenty year active members.

Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service, as defined in Section 4 hereof, and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by

## WITHDRAWN BY SPONSOR

LAI D ON DESK 2-1-23

this section for the remainder of his or her life as long as his or her primary residence is located within the County of Rensselaer.

### Section 6. Un-remarried Surviving Spouses of Volunteers killed in the line of duty.

An un-remarried spouse of a volunteer firefighters or volunteer ambulance workers killed in the line of duty may receive the real property tax exemption if:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated volunteer ambulance service who was killed in the line of duty; and
2. Such deceased volunteer had been an enrolled member for at least five years; and
3. Such deceased volunteer had been receiving the exemption prior to his or her death.

### Section 7. Un-remarried Surviving Spouses of Volunteers with at least Twenty Years of Service.

An un-remarried spouse of a volunteer firefighters or volunteer ambulance workers with twenty years of service may receive the real property tax exemption if:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated volunteer ambulance service who was killed in the line of duty.
2. Such deceased volunteer had been an enrolled member for at least twenty years.
3. Such deceased volunteer and un-remarried spouse had been receiving the exemption of such property prior to the death of such volunteer.

### Section 8. Application process.

1. Applications for such exemption shall be filed with the assessor of the city, village or town on or before the taxable status date on a form as prescribed by the New York State Commissioner for the Office of Real Property Tax Services.
2. The assessor of the city, village or town shall have the duty and responsibility of procuring and filing a copy of such certification prior to granting the exemption provided for by this Local Law.

Section 9. No diminution of current benefits.

## WITHDRAWN BY SPONSOR

LAID ON DESK 2-1-23

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of law on the effective date of this Local Law shall suffer any diminution of such benefit because of the provisions of this Local Law.

Section 10. Effective Date.

This local law shall take effect on January 1, 2024 and shall apply to taxable status dates occurring on or after such date.

Local Law ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

February 14, 2023

Approved by the County Executive:

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Steven F. McLaughlin  
County Executive

# Local Law Filing

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County of Rensselaer

Local Law No. \_\_\_\_\_ of the year 2023

**A Local Law Of The County Of Rensselaer Providing Real Property Tax Exemptions For Volunteer Firefighters And Ambulance Workers Pursuant To Section 466-A Of The Real Property Tax Law**

By: Hoffman, Loveridge, Bayly, Herrington, Casale, Choquette, Fiacco, Gendron, Grant, Maloney, Patire, Stall, Wysocki

Be it enacted by the County Legislature of the  
(Name of Legislative Body)

County of Rensselaer as follows:

Section 1. Legislative Intent and Purpose.

a. The Rensselaer County Legislature finds and determines that attracting and retaining quality volunteer firefighters and emergency medical personnel is one of the most critical problems facing a number of communities in Rensselaer County and that maintaining effective emergency protection depends on the ability to train and retain volunteers.

b. The Legislature finds and determines that it is essential for the County and its municipalities to provide real property tax exemptions as an incentive to attract new volunteers and help combat a persistent and alarming decline in the number of volunteers serving as active responders to fire and medical emergencies and unless recruits are found to replace retiring volunteers and seasoned members are encouraged to continue their volunteer service, the health and safety of citizens served by the volunteer firefighter and emergency medical personnel corps may be jeopardized.

c. The Legislature further finds and determines that real property tax exemptions are an appropriate way to recognize the personal sacrifices and dedication of these community-spirited men and women who unselfishly give their time and risk their safety to protect their neighbors without compensation.

d. The purpose of this Local Law is to adopt the real property tax exemptions provided for volunteer firefighters and emergency medical personnel in accordance with Section 466-a of the Real Property Tax Law to read as follows.

Section 2. Real Property Tax Exemption.

Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in the County of Rensselaer shall be exempt from taxation to

the extent of 10 percent of the assessed value of such property for County purposes, exclusive of special assessments.

### Section 3. Qualifications.

Such exemption shall only be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance services if:

- (a) the applicant resides in the County of Rensselaer and is a member of an incorporated volunteer fire company or fire department or incorporated voluntary ambulance service which provides service within the city, village, town or school district;
- (b) the real property which is the subject of such exemption is the primary residence of the applicant;
- (c) the real property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this Local Law; and
- (d) the applicant has obtained and displayed a certificate issued by the authority having jurisdiction for the incorporated volunteer fire company or fire department indicating that the applicant has been an enrolled member of such incorporated volunteer fire company or fire department for at least two years or the applicant has been certified by the authority having jurisdiction for the incorporated voluntary ambulance service as an enrolled member of such incorporated voluntary ambulance service for at least two years.

### Section 4. Twenty year active members.

Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within the County of Rensselaer.

### Section 5. Un-remarried Surviving Spouses of Volunteers killed in the line of duty.

An un-remarried spouse of a volunteer firefighters or volunteer ambulance workers killed in the line of duty may receive the real property tax exemption if:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated volunteer ambulance service who was killed in the line of duty; and
2. Such deceased volunteer had been an enrolled member for at least five years; and
3. Such deceased volunteer had been receiving the exemption prior to his or her death.



Section 6. Un-remarried Surviving Spouses of Volunteers with at least Twenty Years of Service.

An un-remarried spouse of a volunteer firefighters or volunteer ambulance workers with twenty years of service may receive the real property tax exemption if:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated volunteer ambulance service who was killed in the line of duty.
2. Such deceased volunteer had been an enrolled member for at least twenty years.
3. Such deceased volunteer and un-remarried spouse had been receiving the exemption of such property prior to the death of such volunteer.

Section 7. Application process.

1. Applications for such exemption shall be filed with the assessor of the city, village or town on or before the taxable status date on a form as prescribed by the New York State Commissioner for the Office of Real Property Tax Services.
2. The assessor of the city, village or town shall have the duty and responsibility of procuring and filing a copy of such certification prior to granting the exemption provided for by this Local Law.

Section 8. No diminution of current benefits.

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of law on the effective date of this Local Law shall suffer any diminution of such benefit because of the provisions of this Local Law.

Section 9. Effective Date.

This local law shall take effect on January 1, 2024 and shall apply to taxable status dates occurring on or after such date.

**Local Law ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**February 14, 2023**

Approved by the County Executive:

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Steven F. McLaughlin  
County Executive



## Certificate of Necessity

State of New York )

County of Rensselaer ) ss.:

I, the undersigned County Executive of the County of Rensselaer, pursuant to the power vested in me by the Rensselaer County Charter and Section 20 (4) of the New York State Municipal Home Rule Law, do hereby certify as to the necessity of the immediate passage of the proposed Local Law of the County of Rensselaer Providing Real Property Tax Exemption for Volunteer Firefighters and Ambulance Workers Pursuant to Section 466-A of the Real Property Tax Law.

Signed this 9<sup>th</sup> day of February, 2023.

Steven F. McLaughlin County Executive

(Signature)

(Printed Name)

(Title)

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Special Rules

Committee

Date February 14, 2023

Resolution No. P/75/23

## RESOLUTION URGING AND SUPPORTING THE PASSAGE OF NEW YORK STATE SENATE BILL S.2048

**WHEREAS,** Rensselaer County acknowledges the difficulty in recruiting and retaining volunteer firefighters and volunteer ambulance workers; and

**WHEREAS,** Our communities rely on these volunteers that provide these vital services within our county; and

**WHEREAS,** Emergency calls have increased and the number of volunteers continues to decrease; and

**WHEREAS,** On Dec. 9, 2022, Governor Hochul signed legislation that creates an opt-in for all local governments to provide a 10% property tax exemption to volunteer firefighters and volunteer ambulance workers; and

**WHEREAS,** The law took effect immediately and Rensselaer County passed Local Law 1 of 2023 opting in to the legislation to allow our volunteers the option of receiving this exemption or the \$200 tax credit; and

**WHEREAS,** This Legislative Body has heard from our local volunteers and feel that while this new legislation was well intended; NYS Bill S.2048 would be more successful with the overall recruitment and retention problems our volunteer agencies and communities are facing; and

**WHEREAS,** This Legislative Body supports any efforts that may help with the recruitment and retention of these vital volunteer services and urge the passing of NYS Bill S2048; now, therefore, be it

**RESOLVED,** That the Clerk of this Legislative Body is hereby directed to transmit a certified copy of this resolution to Governor Kathy Hochul, Senator Jake Ashby, Senator Neil Breslin, Assemblyman John McDonald, Assemblyman Scott Bendett.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

February 14, 2023

# STATE OF NEW YORK

2048

2023-2024 Regular Sessions

## IN SENATE

January 18, 2023

Introduced by Sen. FELDER -- read twice and ordered printed, and when printed to be committed to the Committee on Budget and Revenue

AN ACT to amend the tax law, in relation to increasing the volunteer firefighters' and ambulance workers' credit

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Subsection (e-1) of section 606 of the tax law, as added by section 1 of part U of chapter 62 of the laws of 2006, paragraph 2 as amended by chapter 532 of the laws of 2007, paragraph 3 as added and paragraph 4 as renumbered by section 4 of part N of chapter 61 of the laws of 2006, is amended to read as follows:

(e-1) Volunteer firefighters' and ambulance workers' credit. (1) For taxable years beginning on and after January first, two thousand seven and before January first, two thousand twenty-four, a resident taxpayer who serves as an active volunteer firefighter as defined in subdivision one of section two hundred fifteen of the general municipal law or as a volunteer ambulance worker as defined in subdivision fourteen of section two hundred nineteen-k of the general municipal law shall be allowed a credit against the tax imposed by this article equal to two hundred dollars. For taxable years beginning on and after January first, two thousand twenty-four, a resident taxpayer who serves as an active volunteer firefighter as defined in subdivision one of section two hundred fifteen of the general municipal law or as a volunteer ambulance worker as defined in subdivision fourteen of section two hundred nineteen-k of the general municipal law shall be allowed a credit against the tax imposed by this article equal to five hundred dollars. In order to receive this credit a volunteer firefighter or volunteer ambulance worker must have been active for the entire taxable year for which the credit is sought.

(2) If a taxpayer receives a real property tax exemption relating to such service under title two of article four of the real property tax

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD05244-01-3

1 law, such taxpayer shall not be eligible for this credit; provided,  
2 however (A) if the taxpayer receives such real property tax exemption in  
3 the two thousand seven taxable year as a result of making application  
4 therefor in a prior year or (B) if the taxpayer notifies his or her  
5 assessor in writing by December thirty-first, two thousand seven of the  
6 taxpayer's intent to discontinue such real property tax exemption by not  
7 re-applying for such real property tax exemption by the next taxable  
8 status date, such taxpayer shall be eligible for this credit for the two  
9 thousand seven taxable year.

10 (3) In the case of a husband and wife who file a joint return and who  
11 both individually qualify for the credit under this subsection for taxa-  
12 ble years beginning on and after January first, two thousand seven and  
13 before January first, two thousand twenty-four, the amount of the credit  
14 allowed shall be four hundred dollars. For taxable years beginning on  
15 and after January first, two thousand twenty-four, the amount of the  
16 credit shall be one thousand dollars.

17 (4) If the amount of the credit allowed under this subsection for any  
18 taxable year shall exceed the taxpayer's tax for such year, the excess  
19 shall be treated as an overpayment of tax to be credited or refunded in  
20 accordance with the provisions of section six hundred eighty-six of this  
21 article, provided, however, that no interest shall be paid thereon.

22 § 2. This act shall take effect immediately.

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Special Rules

Committee

Date February 14, 2023

Resolution No. G/76/23

## RESOLUTION AUTHORIZING APPROVING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE COUNTY OF RENSSELAER AND CSEA

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

**WHEREAS,** The County of Rensselaer and the CSEA, have been engaged in negotiations to arrive at a successor agreement to the collective bargaining agreement between the parties that expired December 31, 2022; and

**WHEREAS,** The parties did reach a tentative agreement (MOA) dated February 1, 2023, which is subject to ratification by the membership of the union local and approval by the Rensselaer County Legislature; and

**WHEREAS,** The Rensselaer County Executive has recommended approval of such agreement and has requested the authority to execute on behalf of the County, a collective bargaining agreement with CSEA for the period January 1, 2023 through December 31, 2026, which incorporates by reference the terms and conditions of the aforesaid MOA; now, therefore, be it

**RESOLVED,** That the Rensselaer County Legislature hereby approves the agreement between the County of Rensselaer and CSEA and further authorizes the Rensselaer County Executive to execute on behalf of the County, a collective bargaining agreement with such union for the period January 1, 2023 through December 31, 2026 which incorporates by reference the terms and conditions of such agreement, subject to the approval as to form by the Rensselaer County Attorney.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**February 14, 2023**

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

**TENTATIVE SETTLEMENT AGREEMENT  
BETWEEN  
RENSSELAER COUNTY  
AND THE CSEA**

WHEREAS, the County of Rensselaer (the “County”) and CSEA (the “CSEA”) (hereinafter collectively referred to as the “Parties”) are signatories to a Collective Bargaining Agreement (“CBA”) which expires on December 31, 2022; and

WHEREAS, the following terms are for the purpose of achieving a successor collective bargaining agreement. This settlement agreement will be presented to the union membership for ratification with the full support of the CSEA negotiation committee and thereafter will be presented to the County Executive for approval and to the County Legislature for ratification. If the enclosed proposal is not ratified by the CSEA members or thereafter not given County Executive or Legislative approval/ratification, then it shall be considered withdrawn, null and void and the Parties will proceed with negotiations.

Unless set forth herein or inconsistent with the purposes and intent of the terms set forth below, the terms of the agreement expiring on December 31, 2022 will be continued in the new agreement.

1. Term: January 1, 2023-December 31, 2026.
2. Bonus: Effective as soon as practicable following approval by the County Executive and Rensselaer County Legislature, each full-time unit member employed prior to December 24, 2022, payment shall receive a one-time, lump sum bonus of \$3,281.25. This payment will be pro-rated for employees who work less than standard full-time hours. This bonus is intended to compensate employees for extraordinary efforts dealing with the provision of public services during COVID-19. An additional \$2000 bonus will be payable in or around January 2024 to all person employed at the time the payment is made. This payment will be pro-rated for employees who work less than standard full-time hours. This bonus is intended to compensate employees for extraordinary efforts dealing with the provision of public services during COVID-19.
3. Effective January 1, 2023, 2% will be added to the salary schedule.<sup>1</sup>
4. Effective January 1, 2024, 3% will be added to the salary schedule.
5. Effective January 1, 2025, 3% will be added to the salary schedule.
6. Effective January 1, 2026, 3% will be added to the salary schedule.


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<sup>1</sup> This increase will be paid retroactive to January 1, 2023 only because this settlement was agreed to prior to January 1, 2023 and was not signed due to a technical issue.


7. Effective as soon as practicable following ratification by the Parties, the following adjustments shall be made to the wages:
  - a. Eliminate Step 1 for Senior Communication Officer
  - b. Step 1 for Communication Officer shall be for the training period only. Once training is complete, Communication Officers will move to Step 2
  - c. Add Communication Center Supervisor (See attached schedule)
  - d. Minor rounding of schedule numbers (See attached schedule)
  - e. Change current 3+ year step to 2+ year step (see attached schedule)
8. Add Sick Leave Bank – See attached
9. Joint Press Release announcing tentative settlement.
10. Agree to discuss Article XV, the Call Taker position, and Lead Dispatcher at Labor/Management meetings. Any changes agreed to by both parties in Labor/Management discussions regarding any of these three topics would require a settlement agreement(s) and ratification by both parties.
11. Agree to extend the CBA provisions that sunset by 12/31/22 to 12/31/26.
12. Agree to the attached proposed shift bid schedule – See attached.

Dated: February 1<sup>st</sup>, 2023

Dated: February 1<sup>st</sup>, 2023

By:   
Erik Rabe, Director of Human Resources

By:   
Dan Bruns, CSEA Unit President

By:   
Alexandra Molina, CSEA LRS

The above individuals are signing with the approval and support of their respective negotiating teams.



## **SICK LEAVE DONATION POLICY FOR CSEA UNIT (911)**

The County sponsors a sick leave donation program for CSEA bargaining unit members ("members" or "employees") under which employees may donate some of their accrued but unused sick leave to other employees who need time off for serious medical reasons, as outlined in this policy.

This program does not entitle employees to take additional leave.

### **Employees Eligible to Donate Sick Leave**

Employees are eligible to donate accrued but unused sick leave into a sick leave donation bank if the employee has completed at least two (2) years of continuous full-time service with the County.

### **Employees Eligible to Receive Donated Sick Leave**

Employees are eligible to receive donated sick leave if they meet all of the following criteria:

- The employee has not been disciplined for any violations or abuses of the County's time and attendance policies.
- The employee is on an approved extended disability, defined as a condition which totally precludes an employee, for a minimum period of four (4) weeks, from performing the regular duties of his/her position.
- The employee has provided verification of the total disability and its duration from their physician.
- The employee has exhausted all accumulations for personal, vacation, sick, and compensatory leave. At the time of application the employee does not need to have exhausted leave, but it must be exhausted before any donated time is used.

### **Donating Sick Leave**

Employees who want to donate sick leave must submit a written and signed request to the Deputy Director. Leave may be donated in increments of a day or days, provided that the employee donates no more than the maximum amount allowable. Donations of sick leave are irrevocable, meaning that once the time is donated, it will not be returned to the donor-employee.

### **Requesting and Using Donated Sick Leave**

To request donated sick leave, an eligible employee must submit a written request to the Deputy Director. Among other things, the employee will be required to demonstrate that he or she is on an approved extended disability, provide a description of the need for extended leave, and specify the amount of donated sick leave requested. There are no guarantees that donated sick leave will be available at the time an employee requests leave because sick leave donations are voluntary.

Donations may only be used to compensate the recipient-employee for approved time off. Neither the donor-employee nor the recipient-employee may request or receive the equivalent monetary value of the time off in lieu of taking paid time off. In addition, donated sick leave may not be used for unapproved absences.

Donations will be processed at the recipient-employee's rate of pay.

Each donor-employee and recipient-employee is solely responsible for assessing the impact a donation will have on his or her taxes and benefits.

Donated sick leave will not be paid out on termination of employment.

During the period of leave, employees continue health insurance at the current employer/employee contribution rates. The employee does not receive longevity payments or earn accruals during the period of leave. The amount of donated sick leave, plus the use of any leave of absence with pay (if allowed by the Director) shall not exceed a combined total of 40 weeks.

#### **Voluntary Participation**

Participation in this program is entirely voluntary. Employees should not solicit other employees to participate in this sick leave donation program.

#### **Administration of this Policy**

The Human Resources Department is responsible for the administration of this policy and creates forms for administration of this benefit. However, the application is made to the Deputy Director and the Deputy sends the application and all donation forms to Human Resources.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

### **Section 15.3.b.1 Shift Bids**

#### **Summer Shift Bid 2023 – April 1<sup>st</sup> 2023 – September 29<sup>th</sup> 2023**

- Shift Bid Posted 5 weeks prior start of Shift Bid (to next business day); **February 27<sup>th</sup>**
  - Bidding begins with 7 employees per day for 1 week, until complete starting;
  - **March 6<sup>th</sup>**, Communications Officers numbered 1 to 7 on the Seniority List
  - **March 7<sup>th</sup>**, Communications Officers numbered 8 to 14 on the Seniority List
  - **March 8<sup>th</sup>**, Communications Officers numbered 15 to 21 on the Seniority List
  - **March 9<sup>th</sup>**, Communications Officers numbered 22 to 28 on the Seniority List
  - **March 10<sup>th</sup>**, Communications Officers numbered 29 to 35 on the Seniority List
  - Supervisors shall be assigned no later than **March 10<sup>th</sup>**
- Time off Request Deadline (2 weeks prior to SOB to next business day); **March 20<sup>th</sup>**
- Time off Approvals/Denials to employees 1 week prior to start of Shift Bid; **March 27<sup>th</sup>**
- Shift Bid begins; **April 1<sup>st</sup>, 2023**

#### **Winter Shift Bid 2023/2024 – September 30<sup>th</sup> 2023 – March 29<sup>th</sup> 2024**

- Shift Bid Posted 5 weeks prior start of Shift Bid (to next business day); **August 28<sup>th</sup>**
  - Bidding begins with 7 employees per day for 1 week, until complete starting;
  - **September 4<sup>th</sup>**, Communications Officers numbered 1 to 7 on the Seniority List
  - **September 5<sup>th</sup>**, Communications Officers numbered 8 to 14 on the Seniority List
  - **September 6<sup>th</sup>**, Communications Officers numbered 15 to 21 on the Seniority List
  - **September 7<sup>th</sup>**, Communications Officers numbered 22 to 28 on the Seniority List
  - **September 8<sup>th</sup>**, Communications Officers numbered 29 to 35 on the Seniority List
  - Supervisors shall be assigned no later than **September 8<sup>th</sup>**
- Time off Request Deadline (2 weeks prior to SOB to next business day); **September 18<sup>th</sup>**
- Time off Approvals/Denials to employees 1 week prior to start of Shift Bid; **September 25<sup>th</sup>**
- Shift Bid begins; **September 30<sup>th</sup>, 2023**

#### **Summer Shift Bid 2024 – March 30<sup>th</sup> 2024 – September 27<sup>th</sup> 2024**

- Shift Bid Posted 5 weeks prior start of Shift Bid (to next business day); **February 26<sup>th</sup>**
  - Bidding begins with 7 employees per day for 1 week, until complete starting;
  - **March 4<sup>th</sup>**, Communications Officers numbered 1 to 7 on the Seniority List
  - **March 5<sup>th</sup>**, Communications Officers numbered 8 to 14 on the Seniority List
  - **March 6<sup>th</sup>**, Communications Officers numbered 15 to 21 on the Seniority List
  - **March 7<sup>th</sup>**, Communications Officers numbered 22 to 28 on the Seniority List
  - **March 8<sup>th</sup>**, Communications Officers numbered 29 to 35 on the Seniority List

- Supervisors shall be assigned no later than **March 8<sup>th</sup>**
- Time off Request Deadline (2 weeks prior to SOB to next business day); **March 18<sup>th</sup>**
- Time off Approvals/Denials to employees 1 week prior to start of Shift Bid; **March 25<sup>th</sup>**
- Shift Bid begins; **March 30<sup>th</sup>, 2024**

#### **Winter Shift Bid 2024/2025 – September 28<sup>th</sup> 2024 – March 28<sup>th</sup> 2025**

- Shift Bid Posted 5 weeks prior start of Shift Bid (to next business day); **August 26<sup>th</sup>**
- Bidding begins with 7 employees per day for 1 week, until complete starting;
- September 2<sup>nd</sup>, Communications Officers numbered 1 to 7 on the Seniority List
- September 3<sup>rd</sup>, Communications Officers numbered 8 to 14 on the Seniority List
- September 4<sup>th</sup>, Communications Officers numbered 15 to 21 on the Seniority List
- September 5<sup>th</sup>, Communications Officers numbered 22 to 28 on the Seniority List
- September 6<sup>th</sup>, Communications Officers numbered 29 to 35 on the Seniority List
- Supervisors shall be assigned no later than **September 6<sup>th</sup>**
- Time off Request Deadline (2 weeks prior to SOB to next business day); **September 16<sup>th</sup>**
- Time off Approvals/Denials to employees 1 week prior to start of Shift Bid; **September 23<sup>rd</sup>**
- Shift Bid begins; **September 28<sup>th</sup> 2024**

#### **Summer Shift Bid 2025 – March 29<sup>th</sup> 2025 – September 26<sup>th</sup> 2025**

- Shift Bid Posted 5 weeks prior start of Shift Bid (to next business day); **February 24<sup>th</sup>**
- Bidding begins with 7 employees per day for 1 week, until complete starting;
- March 3<sup>rd</sup>, Communications Officers numbered 1 to 7 on the Seniority List
- March 4<sup>th</sup>, Communications Officers numbered 8 to 14 on the Seniority List
- March 5<sup>th</sup>, Communications Officers numbered 15 to 21 on the Seniority List
- March 6<sup>th</sup>, Communications Officers numbered 22 to 28 on the Seniority List
- March 7<sup>th</sup>, Communications Officers numbered 29 to 35 on the Seniority List
- Supervisors shall be assigned no later than **March 7<sup>th</sup>**
- Time off Request Deadline (2 weeks prior to SOB to next business day); **March 17<sup>th</sup>**
- Time off Approvals/Denials to employees 1 week prior to start of Shift Bid; **March 24<sup>th</sup>**
- Shift Bid begins; **March 29<sup>th</sup> 2025**

#### **Winter Shift Bid 2025/2026 – September 27<sup>th</sup> 2025 – March 27<sup>th</sup> 2026**

- Shift Bid Posted 5 weeks prior start of Shift Bid (to next business day); **August 25<sup>th</sup>**
  - Bidding begins with 7 employees per day for 1 week, until complete starting;
  - **September 1<sup>st</sup>**, Communications Officers numbered 1 to 7 on the Seniority List
  - **September 2<sup>nd</sup>**, Communications Officers numbered 8 to 14 on the Seniority List
  - **September 3<sup>rd</sup>**, Communications Officers numbered 15 to 21 on the Seniority List
  - **September 4<sup>th</sup>**, Communications Officers numbered 22 to 28 on the Seniority List
  - **September 5<sup>th</sup>**, Communications Officers numbered 29 to 35 on the Seniority List
  - Supervisors shall be assigned no later than **September 5<sup>th</sup>**
- 
- Time off Request Deadline (2 weeks prior to SOB to next business day); **September 15<sup>th</sup>**
  - Time off Approvals/Denials to employees 1 week prior to start of Shift Bid; **September 22<sup>nd</sup>**
  - Shift Bid begins; **September 27<sup>th</sup> 2025**

The following schedule is only a DRAFT and for informational purposes. The schedule will be produced by Finance/Budget in accordance with the settlement language and will be the only authorized salary schedule. The below has no force and effect of law.

2022											
POSITION	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	SALARY	1+ YEARS	3+ YEARS	5+ YEARS	7+ YEARS	10+ YEARS	12+ YEARS	15+ YEARS	17+ YEARS	20+ YEARS	23+ YEARS
Communications Officer	\$38,405.00	\$40,803.00	\$49,861.00	\$56,915.00	\$57,598.00	\$58,820.00	\$59,304.00	\$61,124.00	\$61,809.00	\$63,744.00	\$65,681.00
HOURLY RATE	\$18.463942	\$19.616827	\$23.971635	\$27.362981	\$27.691346	\$28.278846	\$28.511538	\$29.386538	\$29.715865	\$30.646154	\$31.577404
SCO & CCS	\$42,689.00	\$45,088.00	\$54,145.00	\$62,605.00	\$63,288.00	\$64,312.00	\$64,994.00	\$66,816.00	\$67,500.00	\$69,435.00	\$71,385.00
HOURLY RATE	\$20.523558	\$21.676923	\$26.031250	\$30.098558	\$30.426923	\$30.919231	\$31.247115	\$32.123077	\$32.451923	\$33.382212	\$34.319712

2022 - Adjusted & Rounded											
POSITION	TRAINING	Base	2+ years	5+ years	7+ years	10+ years	12+ years	15+ years	17+ years	20+ years	23+ years
		Base	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Communications Officer	\$41,000.00	\$49,865.00	\$53,400.00	\$56,920.00	\$57,600.00	\$58,620.00	\$59,305.00	\$61,125.00	\$61,810.00	\$63,745.00	\$65,685.00
Senior Communications Officer			\$54,145.00	\$62,605.00	\$63,290.00	\$64,315.00	\$64,995.00	\$66,820.00	\$67,500.00	\$69,435.00	\$71,385.00
Communication Center Supervisor			\$57,000.00	\$65,800.00	\$66,500.00	\$67,500.00	\$68,500.00	\$70,200.00	\$71,500.00	\$73,000.00	\$75,000.00

2023 - 2% Increase											
POSITION	TRAINING	Base	2+ years	5+ years	7+ years	10+ years	12+ years	15+ years	17+ years	20+ years	23+ years
		Base	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Communications Officer	\$41,820.00	\$50,862.30	\$54,468.00	\$58,058.40	\$58,752.00	\$59,792.40	\$60,491.10	\$62,347.50	\$63,046.20	\$65,019.90	\$66,998.70
Senior Communications Officer			\$55,227.90	\$63,857.10	\$64,555.80	\$65,601.30	\$66,294.90	\$68,156.40	\$68,850.00	\$70,823.70	\$72,812.70
Communication Center Supervisor			\$58,140.00	\$67,116.00	\$67,830.00	\$68,850.00	\$69,870.00	\$71,604.00	\$72,930.00	\$74,460.00	\$76,500.00

2024 - 3% Increase											
POSITION	TRAINING	Base	2+ years	5+ years	7+ years	10+ years	12+ years	15+ years	17+ years	20+ years	23+ years
		Base	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Communications Officer	\$43,074.60	\$52,388.17	\$56,102.04	\$59,800.15	\$60,514.56	\$61,586.17	\$62,305.83	\$64,217.93	\$64,937.59	\$66,970.50	\$69,008.66
Senior Communications Officer			\$56,884.74	\$65,772.81	\$66,492.47	\$67,569.34	\$68,283.75	\$70,201.09	\$70,915.50	\$72,948.41	\$74,997.08

Communication Center Supervisor			\$59,884.20	\$69,129.48	\$69,864.90	\$70,915.50	\$71,966.10	\$73,752.12	\$75,117.90	\$76,693.80	\$78,795.00
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2025 - 3% Increase											
POSITION	TRAINING	Base	2+ years	5+ years	7+ years	10+ years	12+ years	15+ years	17+ years	20+ years	23+ years
		Base	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Communications Officer	\$44,366.84	\$53,959.81	\$57,785.10	\$61,594.16	\$62,330.00	\$63,433.76	\$64,175.01	\$66,144.46	\$66,885.71	\$68,979.61	\$71,078.92
Senior Communications Officer			\$58,591.28	\$67,746.00	\$68,487.25	\$69,596.42	\$70,332.26	\$72,307.12	\$73,042.97	\$75,136.86	\$77,246.99
Communication Center Supervisor			\$61,680.73	\$71,203.36	\$71,960.85	\$73,042.97	\$74,125.08	\$75,964.68	\$77,371.44	\$78,994.61	\$81,158.85

2026 - 3% Increase											
POSITION	TRAINING	Base	2+ years	5+ years	7+ years	10+ years	12+ years	15+ years	17+ years	20+ years	23+ years
		Base	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Communications Officer	\$45,697.84	\$55,578.61	\$59,518.65	\$63,441.98	\$64,199.90	\$65,336.77	\$66,100.26	\$68,128.80	\$68,892.28	\$71,049.00	\$73,211.29
Senior Communications Officer			\$60,349.02	\$69,778.38	\$70,541.87	\$71,684.31	\$72,442.23	\$74,476.34	\$75,234.25	\$77,390.97	\$79,564.40
Communication Center Supervisor			\$63,531.15	\$73,339.47	\$74,119.67	\$75,234.25	\$76,348.84	\$78,243.62	\$79,692.58	\$81,364.45	\$83,593.62

## LEGISLATIVE FISCAL IMPACT STATEMENT

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

RESOLUTION AUTHORIZING APPROVING TENTATIVE SETTLEMENT AGREEMENT BETWEEN THE  
Title of Legislation: COUNTY OF RENSSELAER AND UNITED PUBLIC SERVICE EMPLOYEES UNION

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

Erik Rabe

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To : Special Rules

Committee

Date February 14, 2023

Resolution No. G/77/23

## RESOLUTION AUTHORIZING CONTRACT WITH ALBANY MEDICAL CENTER HOSPITAL - DEPARTMENT OF HEALTH

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

**WHEREAS,** The Rensselaer County Department of Health would like to enter into an agreement with an accredited forensic toxicology laboratory to perform autopsies and provide related services including, but not limited to, forensic autopsies with 24-hour service, accommodation of cases involving extensively decomposed bodies, provision of quantitative toxicology levels for determination of death, capacity to handle multiple victims from a mass disaster or simultaneous autopsies, and the availability of full-time, on-call autopsy technicians; and

**WHEREAS,** Albany Medical Center Hospital has the ability to perform and has agreed to provide the above-referenced services to the Rensselaer County Department of Health on an as-needed basis; and

**WHEREAS,** The name and address of the contracting party, the start and end dates of the proposed agreement, the designated source of funding being limited to budget appropriation code A.1185.04800, and the amount to be expended over the life of the agreement, which shall not exceed budgeted appropriations, are as follows:

<u>CONTRACT DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>AMOUNT OF CONTRACT</u>
Autopsies and Related Services (3/01/23 - 12/31/23)	Albany Medical Center Hospital New Scotland Avenue Albany, NY 12208	Not to exceed \$236,000.00

; 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.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**February 14, 2023**

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Clerk of the Legislature

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

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

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Clerk of the Legislature



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Executive Action

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

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

---

County Executive

**EXHIBIT A**  
**SCHEDULE OF PAYMENTS**

The County shall pay the CONTRACTOR and the CONTRACTOR agrees to accept as full payment for the professional services furnished the total sum not to exceed **TWO THOUSAND DOLLARS (\$2,000.00)** for the use of the morgue facility at Albany Medical Center Hospital and includes all onsite histology and microbiology services. Histology and other laboratory services will be billed according to the following Morgue and Laboratory Fee Schedule effective January 1, 2021:

Albany Medical Center  
Morgue and Laboratory Fee Schedule

**Effective January 1, 2023**

Morgue Facility Use (includes onsite histology and microbiology)	\$2,000.00/case
Histology or Laboratory Services Requested But not Performed at AMC (Does not include ANY toxicology services)	Billed at AMC's cost plus a \$25 handling fee
Other Laboratory Testing Performed at AMC (e.g., HIV serology, molecular testing, chemistry procedures)	50% discount of AMC's specific charge schedule in effect at the time of the service
Mirobiology Only (Without morgue facility use)	50% discount of AMC's specific charge schedule in effect at the time of service
Radiology Fee – Global	50% discount of AMC's specific charge schedule in effect at the time of service

Toxicology services will be the sole responsibility of each county to contract for testing for these services at an outside lab of its choice.



**Rensselaer County  
And  
Albany Medical Center Hospital**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Albany Medical Center Hospital located at 43 New Scotland Avenue, Albany, New York 12208, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Section 673 of the County Law requires the County, through its medical Examiner to perform autopsies and provide related services including morgue facilities and toxicological services; and

**WHEREAS**, the Hospital has offered to provide morgue, toxicological and certain related services to the County specifically set forth; and

**WHEREAS**, the County has accepted the offer of the Hospital to provide the aforementioned services to the County's Medical Examiner; and

**WHEREAS**, Resolution Number **G- -23** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

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

**1. SCOPE OF SERVICES**

Vendor agrees to allow the County use of its facilities for the performance of medical-legal autopsies conducted by the Rensselaer County Medical Examiner and shall provide toxicological and such other necessary services set forth below.

- Use of its autopsy facilities to include office space for the Medical Examiner, Law Enforcement personnel and pathologists.
- Routine tissue processing and preparation of routine H&E slides as may be requested by the County which shall be made available within three working days of the post-mortem examination and special stains as requested for autopsy material within three working days of documented stain request.
- Storage of autopsy tissues, blocks and microscopic slides as required by the New York State Department of Health.
- Maintaining patient confidentiality for all cases and tests performed.
- Maintaining secure facility for the provision of testing and specimen analysis.
- Other laboratory testing as requested and available at Hospital such as chemistry, hematology, serology, electron microscopy, referred laboratory testing and molecular diagnostic testing.

- X-ray exams for the County as ordered by the Medical Examiner.
- The Parties acknowledge and agree that forensic toxicology services shall not be provided under this Agreement by Hospital and that County must secure such services from a qualified alternative laboratory. Hospital agrees, however, to provide in conjunction with morgue facility use services a location within the morgue for secure toxicology specimen storage on the condition that the County is solely responsible for arranging secure pick up and transport of said specimens

## **2. TERM OF CONTRACT**

This Agreement shall commence on **March 1, 2023** and shall terminate on **December 31, 2023**.

## **3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor in accordance with Appendix A for a sum not to exceed **\$236,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

## **4. AMENDMENTS**

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

## **5. CERTIFICATES OF INSURANCE**

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

## **6. INDEMNIFICATION**

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

## **7. VENUE**

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

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

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

## **9. CORPORATE COMPLIANCE**

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

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

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

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

## **10. TERMINATION**

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

## **11. FORCE MAJEURE**

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

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

## **12. NON-DISCRIMINATION**

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

## **13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

## **14. DISCLOSURE**

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title

31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

## **15. ENTIRE AGREEMENT**

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

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

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

## **APPENDIX A**

Morgue Facility Use (includes onsite histology and microbiology) - \$2,000/case

Histology or Laboratory Services Requested but not performed at AMC (Does not include ANY toxicology services) - Billed at AMC's cost plus a \$25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, chemistry procedures) - 50% discount of AMC's specific charge schedule in effect at the time of the service

Microbiology Only (without morgue facility use) - 50% discount of AMC's specific charge schedule in effect at the time of the service

Radiology Fee - Global - 50% discount of AMC's specific charge schedule in effect at the time of the service

Toxicology Services will be the sole responsibility of County to contract for testing for these services at an outside lab of choice.

## **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 Albany Medical Center Hospital (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

### **1. GENERAL**

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in



the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, “HIPAA”), as all are amended from time to time; and

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

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

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate’s obligations to comply 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 Albany Medical Center Hospital.

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

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

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

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

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

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

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

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

### 3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA 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  
(518) 270-2950  
(518) 270-2954 (fax)

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

Address: 43 New Scotland Avenue, Albany, New York 12208  
Attention: Ferdinand Venditti, M.D.  
Phone: 518-262-3577

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
- Albany Medical Center Hospital, (Business Associate).



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

Description of the Incident:

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Date of the Incident: \_\_\_\_\_

Date of discovery of the Incident: \_\_\_\_\_

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

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

Number of individuals affected by the Incident:

\_\_\_\_\_  
Names and addresses of individuals affected by the Incident:  
(Attach additional pages as  
necessary) \_\_\_\_\_

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

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

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Contact information to ask questions or learn additional information:

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

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

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

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

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

## LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING CONTRACT WITH ALBANY MEDICAL CENTER

Requested by: Department of Health

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

### FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$236,000 current year  
\$0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
  - a) For federal funding: amount \_\_\_\_\_ and length of time federal funding \_\_\_\_\_. 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 \$236,000 and ongoing \$0
  - 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.): One Time Only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: At this time the charges related to the Medical Examiner program for Autopsies continues to increase with additional lab fees that are required in determining the death. The revenue funding of the Medical Examiner has been cut by the State but this department must continue the program.

Department Head

MaryFran Wachunas

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Special Rules Committee Date February 14, 2023

Resolution No. G/78/23

## RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT FOR MEDICAL EXAMINER - DEPARTMENT OF HEALTH

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

**WHEREAS,** The County is required by County Law to inquire into the cause of all deaths that are sudden, unexplained, violent or otherwise directed by statute; and

**WHEREAS,** Rensselaer County Charter Section 8.08 establishes within the Rensselaer County Department of Health, the office of Medical Examiner; and

**WHEREAS,** The County requires the services of a licensed physician to provide pathology services; and

**WHEREAS,** The physician must be duly licensed to practice medicine in the state of New York, considered to be an expert in the field of pathology and forensic investigation, and be willing and able to perform the duties and render the services ; and

**WHEREAS,** The County seeks to have a physician provide medical and forensic services on a fulltime basis as the Medical Examiner for the County; and

**WHEREAS,** The County of Rensselaer on behalf of its Health Department wishes to enter into an agreement with Kia Newman, M.D., to perform required medical and forensic services as the Medical Examiner for Rensselaer County; and

**WHEREAS,** The name and address, the start and end date of the employee agreement, the designated source of funding being limited to Appropriation Codes A.1185.01007, and the total amount to be expended over the life of the agreement, which shall not exceed budgeted appropriations, are as follows:

<u>CONTRACT DESCRIPTION AND DATES</u>	<u>AMOUNT OF CONTRACT</u>
---------------------------------------	---------------------------

Medical Examiner Kia Newman, M.D. 3/1/23-2/28/27	\$250,000.00 Annually
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; now, therefore, be it

Resolution No. G/78

Page No. 2 of 2

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**February 14, 2023**

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Clerk of the Legislature

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

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

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Clerk of the Legislature



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Executive Action

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

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

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County Executive

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) takes effect as of February \_\_, 2023 (“Effective Date”) and is between the **County of Rensselaer** (“County”), having an office at 99 Troy Road, East Greenbush, New York 12061, and **Kia Newman, M.D.** (“Employee”), having an address of 344 Abbey Road, Mount Tremper, New York 12457. County and Employee are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, the County is required by County Law to inquire into the cause of all deaths that are sudden, unexplained, violent or otherwise directed by statute; and

**WHEREAS**, Rensselaer County Charter Section 8.08 establishes within the Rensselaer County Department of Health the office of Medical Examiner; and

**WHEREAS**, the County requires the services of a licensed physician to provide pathology services; and

**WHEREAS**, the Employee is a physician duly licensed to practice medicine in the state of New York is considered to be an expert in the field of pathology and forensic investigation, and is willing and able to perform the duties and render the services as more fully set forth in this Agreement; and

**WHEREAS**, the County seeks to have the Employee provide medical and forensic services on a full time basis as the Medical Examiner for the County; and

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

### **1. SCOPE OF SERVICES**

1. The Employee, under the direction of the Public Health Director of the County Department of Health (“Director”), shall be the Medical Examiner of the County. The Employee, under the Director’s direction, shall provide all services required to serve as the Medical Examiner for the County and any and all related and other services as may be requested by the Director from time to time, including, without limitation, autopsy services, autopsies, external examinations, records reviews, histology, slide inspections, testimony at trial and medical consultation with the Director, Rensselaer County District Attorney, and any other public officials as required by law. In addition, if requested by the Director, Employee shall assist the Director and the County with discussing, negotiating, structuring, and establishing a morgue to be operated by or on behalf of the County as well as partnerships with one or more third parties that may wish to contract with the County for use of such morgue.

2. Autopsy services shall be performed at \_\_\_\_\_. The County shall provide the Employee with an office within the County Health offices at 1600 7th Ave., Troy, New York.
3. The Employee shall provide completed written autopsy and pathology reports after each autopsy performed as soon as reasonably possible, but no later than the date of receipt of all applicable toxicology reports. By the delivery of completed work, the Employee certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. All research data, reports, and every other work product of any kind or character arising from or related to this Agreement is the sole property of the County. County may use such work product for any purpose whatsoever.
4. Hours of employment shall be determined by the Director and the Employee. The Employer will be available 24 hours a day to provide services under this Agreement.
5. The Employee represents that she is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by the Employee in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by highly qualified members of the medical profession.
6. The Employee shall possess and maintain all necessary licenses, permits, certificates and credentials required by law and appropriate governmental agencies, including any certification and credentials required by the County. Failure to maintain the licenses, permits, certificates and credentials shall be deemed a breach of this Agreement.
7. The Employee represents she is duly licensed to practice medicine in the State of New York and there are no proceeding pending, or threatened, to suspend or revoke such license.
8. The Employee agrees to devote all of her professional time and attention to her employment as Medical Examiner. The Employee is employed to actively practice medicine as the full time Medical Examiner of the County. Employee shall abide by all County policies related to outside employment by County employees. In addition, except to the extent provided in Section 1.9, Employee shall not, without the express prior written consent of the Director, directly or indirectly, engage in the practice of medicine or pathology or engage in any business or activities competitive with, adverse to, or which interfere in any way with the position of Medical Examiner of the County. Employee, as Medical Examiner for the County, shall be a public official under County Local Law No. 2 of 1989 and shall complete and file annually a conflict of interest disclosure statement. In accordance with Rensselaer County Charter Section

8.08 and Section 8 of this Agreement, Employee recognizes that she serves as Medical Examiner at the pleasure of the Director and that the County shall have complete authority with respect to administration of her duties as Medical Examiner.

9. The Employee represents that, as of the Effective Date, Employee has entered into contracts with the following to provide medical examiner services: \_\_\_\_\_ (“Prior Contracts”). Employee may continue to provide medical examiner services under the Prior Contracts until the expiration or earlier termination of the Prior Contracts, provided, however, that, after the Effective Date of this Agreement, Employee shall not amend the Prior Contracts to extend the term of such contracts.

## **2. TERM**

This Agreement shall begin on **March 1, 2023** and shall end on **February 28, 2027**, unless otherwise terminated or extended as set forth in this Agreement.

## **3. COMPENSATION**

In consideration of the above services, the Employee shall receive and the County agrees to pay the Employee an annual basis salary of \$250,000.00, payable twice monthly per County’s current payroll practices. The County shall be authorized to deduct and withhold all required social security and withholding taxes and other similar sums required by law from the Employee’s salary. Employee shall be entitled to all the same benefits granted to other non-union employees of the County in accordance with the County’s benefit plan then in effect and as may be amended by the County from time to time.

## **3. INSURANCE**

The Employee warrants to the County that she is duly licensed to operate a motor vehicle in the State of New York. The Employee shall furnish and maintain at her own expense a motor vehicle to the extent necessary to perform her duties under this Agreement. The Employee shall procure and maintain a policy of motor vehicle liability insurance on each such vehicle used by her in the performance of her duties. County will provide coverage for Employee under applicable County insurance policies.

## **3. AMENDMENTS**

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

### **3. JURISDICTION AND VENUE**

In the event either Party to this Agreement shall initiate any proceeding or action against the other Party related to or arising out of this Agreement, each Party hereby agrees and consents that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation and that the exclusive venue of the same shall be the County of Rensselaer, New York.

### **3. EXECUTORY NATURE OF CONTRACT**

Employee expressly acknowledges and agrees that this Agreement will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Employee 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 Employee.

### **3. TERMINATION**

In accordance with Rensselaer County Charter Section 8.08, the Employee serves at the pleasure of the Director and her appointment may be revoked at any time by the Director and, upon such revocation, this Agreement shall terminate without further notice to Employee. Employee may terminate this Agreement by giving six (6) months prior written notice of termination to the County. Written notice shall be served upon the other Party by first class mail at the address stated in this Agreement for such Party.

### **3. COUNTY POLICIES AND NON-DISCRIMINATION**

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

### **3. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

### **3. ENTIRE AGREEMENT**

This Agreement constitutes the whole Agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

### **3. NON-RELIANCE**



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

3. **GOVERNING LAW**

This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws rules.

3. **SIGNATURES**

Each Party agrees that this Agreement and any other documents delivered in connection with this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

**COUNTY OF RENSSELAER**

**KIA NEWMAN, M.D.**

By: \_\_\_\_\_  
**Steven F. McLaughlin**  
**County Executive**

\_\_\_\_\_  
**Kia Newman, M.D.**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Kia K. Newman, M.D.**  
344 Abbey Road,  
Mount Tremper, N.Y 12457  
drkianewman@gmail.com

## **LICENSURE**

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**New York State Medical License No. 261197**  
Obtained 4/2011  
Valid until 4/30/2024

## **BOARD CERTIFICATION (AMERICAN BOARD OF PATHOLOGY)**

**Forensic Pathology**  
Obtained 9/4/2013  
Valid until 12/31/2023

**Anatomic and Neuropathology Pathology**  
Obtained 9/7/2012  
Valid until 12/31/2022

## **EDUCATION**

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**Miami-Dade Medical Examiner's Office (2012-2013)**  
Forensic Fellowship

**New York University Hospital School of Medicine (2007-2011)**  
Anatomical and Neuropathology residency program

**Ross University School of Medicine (2003-2007)**  
Doctor of Medicine

**Catholic Medical Center of Brooklyn & Queens**  
**Physician Assistant Program (1997-1999)**  
Physician Assistant

**University of Scranton (1991-1995)**  
Bachelor of Science, Neuroscience (concentration in Human Development)

## **EMPLOYMENT**

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**Office of the Medical Examiner, Dutchess County, New York (2015-present)**  
Deputy Medical Examiner

**Office of Chief Medical Examiner For The City Of New York (2013-2015)**  
City Medical Examiner (level II)

**New York University Hospital School of Medicine (2011-2012)**  
Tissue Bank and Autopsy Coordinator for the NYU Alzheimer Disease Research Center and Center of Excellence on Brain Aging

**New York University Hospital School of Medicine (2007-2011)**  
Anatomical and Neuropathology pathology residency program

**Student teacher for Ross University School of Medicine (6/05-8/05)**  
Miami, Florida

**Physician Assistant in General Surgery (1/03-8/03)**  
**Winthrop Hospital**  
Mineola, New York

**Physician Assistant (2001-2003)**  
**Internal Medicine**  
**Benedictine Hospital**  
Kingston, New York

**Physician Assistant (2001-2003)**  
**Hudson Valley Gastroenterology, Inc.**  
Kingston, New York

**Physician Assistant (1999-2001)**  
**HIV Day Clinic**  
**Housing Works Inc.**  
New York, New York

**Physician Assistant (1999-2001)**  
**Emergency Medicine**  
**Saint Vincent's Catholic Medical Centers**  
**Brooklyn and Queens Region**  
Jamaica, New York

**Adjunct Faculty and Preceptor (1999-2001)**  
**Catholic Medical Center of Brooklyn & Queens**  
**Physician Assistant Program**  
Fresh Meadows, New York

## **BENCH RESEARCH**

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**Research Assistant (1992-1995),** Stereotactic brain surgery on Sprague Dawley rats.  
John Timothy Cannon, PhD, University of Scranton

## **PUBLICATIONS**

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Stanislaw T.J. Bielous, BS, Syracuse University, Syracuse, NY 13210; Dennis J. Chute, MD; Robert J. Bready, MS; Veronica Salvas, MPH; and **Kia K. Newman**, MD, Illicit Drug Deaths in Older Adults: The Need for Comprehensive Scene Investigation, Abstract for the American Academy of Forensic Sciences, February, 2019.

Wei C, Heman-Ackah SE, **Newman K**, Zagzag D, Golfinos JG, Roland JT Jr. Malignant Peripheral Nerve Sheath Tumor Arising Within Vestibular Schwannoma. *Otol Neurotol*. 2012 Aug 29. [Epub ahead of print].

Sethi R, Allen J, Donahue B, Karajannis M, Gardner S, Wisoff J, Kunnakkat S, Mathew J, Zagzag D, **Newman K**, Narayana A. Prospective neuraxis MRI surveillance reveals a high risk of leptomeningeal dissemination in diffuse intrinsic pontine glioma. *J Neurooncol*. 2011 Mar;102(1):121-7. Epub 2010 Jul 10.

**K Newman**, M Karajannis A Narayana, J Allen and D Zagzag. Leptomeningeal dissemination in diffuse intrinsic pontine gliomas, a comparison between magnetic resonance imaging and autopsy findings. Abstract, United States and Canadian Academy of Pathology, 2010.

**Kia Newman**, Jay Stahl-Herz, Oluyomi Kabiawu, Elliot Newman, Rosemary Wiczorek, Nick Cassai, Peng Lee, Ruliang Xu. Pancreatic carcinoma with ductal, acinar and neuroendocrine differentiation. *International Journal of Clinical and Experimental Pathology*, 2009 Jun 20; 2(6):602-7.

**KK Newman**, BY Wang, N Cetin, H Ye, X Zou, P Lee and J Melamed. Differential Steroid Hormone Expression in Renal Cell Carcinoma Subtypes. Abstract, United States and Canadian Academy of Pathology, 2009.

Chaudhry, Sonal, Danoff, Ann, Lubitz, Sara, **Newman, Kia**, Pei, Zhiheng, Adenomatoid Tumor of the Adrenal Gland: Case Report of a Rare Adrenal Lesion. *The Endocrinologist*, 9-10/2009.

**Newman K**, Herman LM: Dermatological Dilemma, *Journal of American Association of Physician Assistants*, August 2000 (13: 21-22).

Baldwin AE, Myers KP, Willie JP, **Newman K**, Dilley MR, Cannon JT: Behavioral Testing may produce Tail-flick hyperalgesia in rats acutely treated with Morphine. *Society of Neuroscience*, Vol. 19, 1993.

## PROFESSIONAL MEMBERSHIPS

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1997-2003	American Academy of Physician Assistants
1997-2003	New York State Society of Physician Assistants
2003-2007	American Medical Association
2009-2012	American Society for Clinical Pathology
2008- 2012	United States and Canadian Academy of Pathology
2008- 2015	College of American Pathologists

2008- 2012    Neuroplex member

2015-Present- American Academy of Forensic Sciences

## **AWARDS AND HONORS**

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2010	Outstanding Fellow of the year, Neuropathology New York University
2001-2003	Outstanding patient service, Benedictine Hospital
1999	Mission Award for outstanding patient care and community service, Catholic Medical Centers of Brooklyn & Queens Physician Assistant program
1998-2000	Grant for Teenage Health Education Founder and Director of Physician Assistants for Teen awareness Coordinated and designed series of original health promotion pamphlets aimed at educating high school students on relevant health topics American Academy of Physician Assistants
1998	Primary Care Service Corps Scholarship New York State Department of Health
1997-1999	New York State Society of Physician Assistants Scholarship Merit scholarship
1991-1995	Xaverian Scholarship, University of Scranton

## **COMMUNITY SERVICE**

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1996-1997	Americorp Volunteer Corporation for National and Community Service
2001-2003	Ethics committee, Benedictine Hospital
2003-2005	Emergency Medical Service for Ross University Student Health Center, Dominica, West Indies
2003-2005	Salabyia Mission Project
2004-2006	Mentoring local high school students on careers in medicine South Shore and John Adams High Schools
2007-2008	Member of New York University's House- council
2015-2018	Clinical and program director for the Dutchess County Opioid Prevention Program

## WORKS IN PROGRESS

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2018- Data Driven Opioid Response Collaborative  
Department of Justice, Bureau of Justice Assistance-funded  
Comprehensive (BJA) Opioid Abuse Site-based Program, FY 2018

## LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING EMPLOYEE AGREEMENT CONTRACT  
WITH KIA NEWMAN M.D.

Requested by: Department of Health

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

### FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$250,000 current year  
\$250,000.00 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
  - a) For federal funding: amount \_\_\_\_\_ and length of time federal funding \_\_\_\_\_. 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 \$250,000 and ongoing \$0
  - 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.): One Time Only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The County is required by County Law to inquire into the cause of all deaths and requires the services of a licensed physician to provide pathology services. The revenue funding of the Medical Examiner has been cut by the State but this department must continue the program.

Department Head

MaryFran Wachunas