AGENDA

HEALTH COMMITTEE

JANUARY 30, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

1. LOCAL LAW NO. "S" FOR 2018: A LOCAL LAW TO REQUIRE HOSPITALS TO POST THEIR POLICIES ON REPRODUCTIVE HEALTHCARE, NON-DISCRIMINATION, CHARITY CARE AND ADMISSIONS IN ALBANY COUNTY

2. RESOLUTION NO. 494: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "S" FOR 2018

3. RESOLUTION NO. 524: REAFFIRMING THE TERMS OF LOCAL LAW "L" FOR 2018

CURRENT BUSINESS:

4. AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING MORGUE AND LABORATORY SERVICES

5. AUTHORIZING AN AGREEMENT WITH NMS LABS REGARDING FORENSIC TOXICOLOGY LABORATORY SERVICES

6. AUTHORIZING AN AGREEMENT WITH BETTER HEALTH OF NORTHEAST NEW YORK INC. REGARDING BEHAVIORAL HEALTH STABILIZATION SERVICES
7. AMENDING RESOLUTION NO. 60 FOR 2018 REGARDING THE MILLION HEARTS PROGRAM

8. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING A RABIES PROGRAM AND AMENDING THE 2019 HEALTH DEPARTMENT BUDGET
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Health Committee of the Albany County Legislature met on November 28, 2018. Chairman R. Joyce, Messrs. Drake, Domalewiecz, Hogan, Ward and Mss. McLean Lane, Lekakis and Willingham were present. Mr. Clenahan was excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously Approved.

1. Local Law No. “S” for 2018: A Local Law to require Hospitals to post their policies on Reproductive Healthcare, Non-discrimination, Charity Care and Admissions in Albany County: Tabled at the request of the sponsor.

2. Resolution No. 494: Public Hearing on proposed Local Law No. “S” for 2018: Tabled at the request of the sponsor.

The Committee voted unanimously to consider Agenda items 3 – 14 concurrently.

3. Authorizing an agreement with Hope House, Inc. regarding Residential Services for Individuals Suffering from Chemical Dependencies: Director Stephen Giordano appeared before the Committee. Director Giordano explained that items 3 – 14 are 100% pass through funding from the NYS Office of Substance Abuse and Alcoholism Services.

4. Authorizing an agreement with Pearl Street Counseling regarding Outpatient Substance Abuse Services:

5. Authorizing an agreement with Equinox, Inc. regarding Outpatient Substance Abuse Services:

6. Authorizing an agreement with Equinox Inc. (Clearview Center) regarding the Provision of Housing and Family Support Services for Individuals with Mental Illness:

7. Authorizing an agreement with Hospitality House, Inc. regarding Residential Care Services for Individuals Suffering from Chemical Dependencies:

8. Authorizing an agreement with Trinity Alliance of the Capital Region, Inc. regarding Residential Adult Treatment Services for Individuals Suffering from Chemical Dependencies:
9. Authorizing an agreement with Addictions Care Center of Albany regarding Substance Abuse, Narcotics Addiction and Prevention Services:

10. Authorizing an agreement with Senior Hope Counseling, Inc. regarding Outpatient Substance Abuse and Narcotic Addiction Treatment Services to Seniors:

11. Authorizing an agreement with Capital Region BOCES regarding Substance Abuse Intervention Services:

12. Authorizing an agreement with St. Peter's Addiction Recovery Center regarding Substance Abuse and Narcotics Addiction Residential and Prevention Services:

13. Authorizing an agreement with the Next Step, Inc. regarding Residential Transitional Housing and Case Management Services for Women Suffering from Chemical Dependencies:

14. Authorizing an agreement with Catholic Charities regarding Provisions of Patient Peer Engagement and Open Access Services for Individuals Suffering from Chemical Dependencies:

The Committee voted to move proposals 3 – 14 forward with favorable recommendations.

The Committee voted unanimously to consider Agenda items 15 – 24 concurrently.

15. Authorizing an agreement with St. Anne Institute regarding Mental Health and Developmental Disability Vocational Services to Children: Director Giordano explained that items 15 – 24 are 100% pass through funding from the NYS Office of Mental Health.

16. Authorizing an agreement with Community Maternity Services regarding Case Management and Support Services for Children with Mental Illness and their Families:

17. Authorizing an agreement with Capital Area Peer Services regarding Peer Support and Inpatient Diversion Services for Individuals with Mental Illness:
18. Authorizing an agreement with Rehabilitation Support Services regarding Housing, Transportation and Case Management Services:

19. Authorizing an agreement with Parsons Children and Family Center regarding the Provision of Mental Health Support Services:

20. Authorizing an agreement with Northeast Career Planning regarding Mental Health and Developmental Disability Vocational Services:

21. Authorizing an agreement with Homeless and Travelers Aid Society regarding Mental Health Diversion, Outreach and Supported Housing Services:

22. Authorizing an agreement between Albany County Department of Mental Health and the Albany County Department of Children Youth and Families regarding Mental Health Services:

23. Authorizing an agreement with Mental Health Empowerment Project regarding the provision of Peer Advocacy Services to Individuals Suffering from Mental Illness:

24. Authorizing an agreement with Capital Counseling regarding Compulsive Gambling Prevention Services:

The Committee voted to move proposals 15 - 24 forward with favorable recommendations.

25. Resolution No. 524: Reaffirming the terms of Local Law “L” for 2018: Tabled at the request of the Sponsor:

Respectfully Submitted,
THE HEALTH COMMITTEE

RAYMOND F. JOYCE, Chairperson
TODD A. DRAKE
BRYAN M. CLENAHAN
GARY DOMALEWIECZ
LYNNE LEKAKIS

WANDA F. WILLINGHAM
ALISON MCLEAN LANE
SEAN WARD
BRIAN HOGAN
LOCAL LAW NO. "S" FOR 2018

A LOCAL LAW TO REQUIRE HOSPITALS TO POST THEIR POLICIES ON REPRODUCTIVE HEALTHCARE, NON-DISCRIMINATION, CHARITY CARE AND ADMISSIONS IN ALBANY COUNTY

Introduced: 9/12/18
By Mr. Cahill:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Legislative Intent.

The Legislature finds that hospitals should post their policies on reproductive healthcare, end-of-life care, non-discrimination, charity care and admissions so that patients are informed whether the medical service they are seeking will be provided to them.

Section 2. Definitions

As used in this Local Law, the following terms shall have the meanings indicated:

(a) "Hospital" shall have the same meaning as provided in the relevant section of the New York State Law.

Section 3. Requirements.

A hospital located in Albany County shall publicly post on their web site their policies on reproductive healthcare, end-of-life care, non-discrimination, charity care and admissions.

Section 4. Rules and Regulations.

The Albany County Department of Health may promulgate such rules and regulations as it deems necessary to implement and enforce the provisions of this Local Law.

Section 5. Applicability.

This article shall apply to all actions occurring on or after the effective date of this Local Law.

Section 6. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm,
partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law, or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 7. Effective Date.

This Local Law shall take effect within ninety (90) days of its filing with the Secretary of State.

*Referred to Law and Health Committees – 9/12/18*
2
RESOLUTION NO. 494

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “S” FOR 2018

Introduced: 10/9/18
By Mr. Cahill:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “S” for 2018, “A LOCAL LAW TO REQUIRE HOSPITALS TO POST THEIR POLICIES ON REPRODUCTIVE HEALTHCARE, NON-DISCRIMINATION, CHARITY CARE AND ADMISSIONS IN ALBANY COUNTY” be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, October 23, 2018, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law and Health Committee - 10/9/18
RESOLUTION NO. 524

Reaffirming the Terms of Local Law “L” for 2018

Introduced: 11/13/18
By: Burgdorf

WHEREAS, The Albany County Legislature enacted Local Law No. “L” for 2018 entitled “A Local Law of the County of Albany, New York Regulating the Use of Polystyrene Foam Disposable Food Service Ware and Requiring the Use of Compostable or Recyclable Food Service Ware by Food Service Establishments in Albany County by Amending Local Law No. 4 for 2013”, and

WHEREAS, Said legislation was signed by the County Executive, filed with the Office of the Secretary of State, and has thereby been enacted and will take effect six months subsequent to filing in the Office of Secretary of State, and

WHEREAS, The Legislature was concerned with the potential negative impacts of the aforementioned legislation, including impacts on not-for-profit entities, and therefore included Section 6 entitled “Waiver” in the legislation which authorized the Albany County Department of Health to grant a waiver from the application of specific provisions of the legislation if there is undue financial hardship or other factors which would render compliance unreasonable, and

WHEREAS, The Commissioner of Health has stated that the regulatory structure and the waiver - which “shall not be unreasonably denied” - has not yet been drafted and approved, and

WHEREAS, Albany County Legislators specifically identified the financial impact on not-for-profit entities who service senior citizens and other frail communities in the County by providing them congregate meals and home delivered meals as likely applicants for Section 6 waivers, and

WHEREAS, The Legislature never intended to reduce the nutritional food volume and value of congregate and home delivered meal programs in order to make up for increases in pricing for temperature retaining packaging costs, and

WHEREAS, The County of Albany has contracts with various not-for-profit entities to provide congregate and home delivered meals to senior citizens and others who may qualify, and

WHEREAS, Many of the aforementioned, as well as additional county associated entities use polystyrene products, especially in the delivery of hot and cold items to citizens, and
WHEREAS, Based upon the information received, the contracts for these services do not permit the not-for-profit entities to increase their contract price if their costs rise, and

WHEREAS, The aforesaid contracts, upon information and belief, do not permit unilateral modifications by either side, including the County of Albany, and

WHEREAS, The County Executive has issued a press release indicating he has signed an executive order that mandates all county agencies and vendors immediately end the use of polystyrene for food, now, therefore be it

RESOLVED, That the Albany County Legislature reaffirms the terms of Local Law “L” for 2018, including Section 6 permitting the Department of Health to issue waivers in certain circumstances, which includes congregate and home delivered meal providers or any County vendor, and, be it further

RESOLVED, That Albany County must have a hardship waiver process in place prior to the effective date of Local Law “L” of 2018, as not having the waiver process in place would deny vendors and businesses who are required to comply with the law their right to appeal to the Albany County Department of Health for a waiver to such law’s provisions, and, be it further

RESOLVED, That the Albany County Legislature hereby indicates to any outside vendor which may experience increased costs because of the elimination of polystyrene containers that the Legislature affirms its support to amend existing contracts, upon proof of such increased costs, and requests that any outside vendor so situated contact the County Attorney to re-negotiate their contract as the County Legislature does not wish Local Law “L” of 2018 to adversely impact its delivery of important constituent programs, and, be it further

RESOLVED, That not-for-profit vendors of the County asserting such increased costs to comply with pre-existing contracts shall be granted an immediate, temporary, automatic waiver from the provisions of Local Law “L” while they negotiate with the County Attorney for additional compensation for compliance with the law.

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Law and Health Committees – 11/13/18
Hon. Andrew Joyce, Chairman  
Albany County Legislature  
Albany, New York 12207

Hon. Dennis Feeney  
Majority Leader  
Albany, New York 12207

Hon. Frank Mauriello  
Minority Leader  
Albany, New York 12207

Re: Request for Legislative Action

Dear Chairman Joyce,

Attached please find the Albany County Coroner’s request for Legislative Action regarding the Fee Schedule for Albany Medical Center Morgue and Laboratory Services.

The terms of the contract for AMC will be changing in regards to the morgue fees. AMC agrees to secure morgue services at a new higher fee of $2,000.00 per case.

Laboratory services have changed. AMC will no longer provide forensic toxicology services. Therefore, seeking alternative laboratory services.

Attached please find the letter of agreement provided by AMC including the new schedule fee.

If you have any further questions, please do not hesitate to contact me at 445-7604.

Sincerely,

Timothy J. Cavanaugh – Senior Coroner
REQUEST FOR LEGISLATIVE ACTION
RLA #2982: Albany Medical has changed its terms of contract. Raising fees for services to $2000. per case.

DATE: Tuesday, January 08, 2019

DEPARTMENT: Coroners
Contact Person: Helen Budka, Confidential Secretary
Telephone: 518-447-3069
Dept. Representative Attending Committee Meeting: Helen Budka, Timothy Cavanaugh Senior Coroner

PURPOSE OF REQUEST:
Adopting of Local Law
Amendment of Prior Legislation X
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (see below)
Contract Authorization (see below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No.
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING:
TYPE OF CONTRACT:
Change Order/Contract Amendment
Purchase (Equipment/Supplies)
Lease (Equipment/Supplies)
Requirements Professional Services
Education/Training
Grant:
New
Renewal
Submission Deadline Date
Settlement of a Claim
Release of Liability
Other: (State briefly)
CONCERNING CONTRACT AUTHORIZATION (Cont’d)

STATE THE FOLLOWING:

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<th>Contract Terms/Conditions:</th>
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<td>Scope of Services</td>
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Contract Funding:

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CONCERNING ALL REQUESTS:

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<td>Anticipated in Current Adopted Budget:</td>
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County Budget Accounts:

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Fiscal Impact - Funding: (Dollars or Percentages)

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Term/Length of Funding:  

Impact on Pending Litigation: No  
If yes, please explain:  

Previous Requests for Identical or Similar Action

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Justification: (State briefly why legislative action is requested)

AMC has changed its fees per case. Also will no longer provide forensic laboratory services.

Back-up Material Submitted: (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)


Submitted by: Helen Budka  
Title: Timothy Cavanaugh Senior Coroner
October 30, 2018

Re: Letter of Agreement Albany Medical Center Morgue and Laboratory Services

Ms. Helen Budka  
County of Albany  
112 State Street, Room 735  
Albany, NY 12207

Dear Ms. Budka:

This letter is to serve as notice and acknowledgment of agreement of changes to morgue and laboratory services offered by Albany Medical Center to New York State county medical examiners.

Effective 5:00 P.M. on November 30, 2018, Albany Medical Center will no longer provide forensic toxicology services and any county seeking morgue and laboratory services from Albany Medical Center agrees to secure such services from a qualified alternative laboratory. For counties agreeing to the terms and conditions of this letter agreement, Albany Medical Center agrees 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.

Further, effective December 1, 2018, the services and fees of Albany Medical Center for morgue and laboratory services have changed. Attached, please find a copy of Albany Medical Center’s revised Morgue and Laboratory Fee Schedule. All requests for services by County on or after December 1, 2018 shall be understood by the parties to be at the fees set forth therein. All payments for services are due from County forty-five (45) days from receipt of an invoice from Albany Medical Center. Failure to make timely payment for morgue and laboratory services will result in suspension of all services by Albany Medical Center until all outstanding payments for services are received.

I ask that you acknowledge County’s agreement to the above by having a duly authorized representative of the County sign the letter where indicated below, and then return one fully executed copy as indicated below. An appropriately authorized counter signed letter must be received by November 30, 2018 to continue to receive services from Albany Medical Center.
Please return one fully executed copy to the attention of Diane Sisto, Lab Manager, Client Services and Phlebotomy, via email sistod@ame.edu or fax (518) 262-4337. Also, she can be contacted at (518) 262-8083 with any questions regarding this correspondence.

Sincerely,

[Signature]

Ferdinand Venditti, M.D.
BVP for System Care Delivery and Hospital General Director

By signing below, you acknowledge and agree that you are a duly authorized signatory of County and accept and agree on behalf of County to the terms and conditions herein.

Dated: [Signature] 2018

By: [Signature]

Name: Philip Caldemone, Deputy County Executive
County: ALBANY
Albany Medical Center
Morgue and Laboratory Fee Schedule

December 1, 2018 through December 31, 2019

Morgue Facility Use (includes onsite histology and microbiology) $2000/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 each county to contract for testing for these services at an outside lab of their choice.
Dear Sirs,

Last year the Coroners' pathologist performed 247 autopsies in Albany County.

Given that amount with the new scheduled fee of $2000.00 for Albany Medical Center

Our current budget for 2019 line 44048 is $205,000.

With the new scheduled fee for AMC would increase that line on average of another $289,000.

Sincerely,

Helen Budka

Coroners' Office
October 12, 2018

Ms. Helen Budka  
County of Albany  
112 State Street, Room 735  
Albany, NY 12208

Dear Ms. Budka:

After an in-depth analysis of Albany Medical Center’s forensic autopsy and forensic toxicology services we have decided to discontinue providing these services effective five (5) PM EST November 30, 2018.

We thank you for your loyalty to our program over the past years and appreciate the opportunity to have served you.

Sincerely,

Diane Sisto  
Lab Manager, Client Services & Phlebotomy  
Department of Pathology & Laboratory Medicine
November 1, 2018

Dear Coroner:

Enclosed you will find the restructured morgue/autopsy fee schedule for Albany Medical Center effective December 1, 2018 that should have been enclosed with the letter from Dr. Venditti. I apologize for the oversight.

Sincerely,

Diane Sisto
Lab Manager, Client Services & Phlebotomy
Department of Pathology & Laboratory Medicine
Albany Medical Center
Morgue and Laboratory Fee Schedule

December 1, 2018 through December 31, 2019

Morgue Facility Use (includes onsite histology and microbiology)  $2000/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 each county to contract for testing for these services at an outside lab of their choice.
AGREEMENT

between

THE COUNTY OF ALBANY
and

ALBANY MEDICAL CENTER

Resolution No. 432 of 2016

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive on behalf of the Albany County District Attorney, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as “County”) and Albany Medical Center, located at 43 New Scotland Avenue, Albany New York 12208 (hereafter referred to as the “Contractor.” County and Contractor may hereafter be referred to as the “Parties,” or either, as the “Party.”)

WITNESSETH

WHEREAS, the County has issued a request for proposals for morgue and laboratory services as requested by the Albany County Coroner, said request having been denominated RFP#2016-064R (hereinafter the “RFP”) and having been issued by the Albany County Purchasing Division (hereinafter called the “Purchasing Division”) on May 19, 2016

WHEREAS, the Contractor submitted a Proposal on May 27, 2016, to provide the aforesaid services for the Coroner (hereinafter called the “Proposal”); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, for good and valuable consideration and in consideration of the terms and conditions of this agreement, the Parties hereto do mutually covenant and agree as follows:

ARTICLE 1. ENTIRE AGREEMENT; INTERPRETATION

1.1 The Contract Documents consist of the following: 1) This Agreement; 2) The RFP, which is incorporated by reference and made a part hereof; and 3) Contractor’s Proposal, incorporated herein and made a part hereof in entirety by reference (collectively called “the Agreement” hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.
ARTICLE 2. SCOPE OF SERVICES

2.1 Contractor shall provide comprehensive morgue services, including facility space, staffing and services as articulated in Contractor’s Morgue and Laboratory Fee Schedule, attached herein as Schedule B.

ARTICLE 3. CONSIDERATION AND PAYMENT

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept such services according to the pricing articulated herein as Schedule B commencing on November 1, 2016 and ending on October 30, 2018.

Compensation shall be made upon Contractor’s submission to the Albany County Claim Form to the Office of the Albany County District Attorney, which shall detail services rendered including disbursements and parking fees, and which shall be supported by receipts when applicable. Upon acceptance of the Contractor’s Claim Form, it shall be submitted to the Albany County Comptroller and payment rendered.

ARTICLE 4. AVAILABLE DATA

All technical or other data relative to this Agreement shall be shared between the Parties without expense.

ARTICLE 5. COOPERATION

The Parties shall cooperate with each other, their representatives, agents and employees such that the work may proceed expeditiously and economically. Contractor shall observe all County security requirements.

ARTICLE 6. EXTRA WORK

If the Contractor is of the opinion that any work Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the County. The Parties shall mutually determine whether such work is in fact beyond the scope of this Agreement. In the event that it is determined that such work does constitute extra work, the County shall provide additional compensation to Contractor on a negotiated basis for work authorized by the County and performed.

ARTICLE 7. ASSIGNMENT

Pursuant to New York State General Municipal Law, Sec. 109, Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of Contractor’s right, title or interest therein without the prior written consent of the County.
ARTICLE 8. SCHEDULE

The Contractor shall complete the work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. Contractor shall cooperate with County staff to ensure that the work performed is coordinated with, and not disruptive of, ongoing County operations.

ARTICLE 9. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon request. The records shall be accessible to the County for a period of six (6) years following the date of final payment. The County shall not have access to Contractor records containing trade secrets or proprietary information, or other records, the content of which, if disclosed, would compromise Contractor's competitive position.

ARTICLE 10. RELATIONSHIP

The Contractor, and all subcontractors, are and will function as, independent contractors under the terms of this Agreement and shall not be considered agents or employees of the County for any purpose. The employees and agents of Contractor and all subcontractors shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 11. AUDITS

The County shall have the right to perform both “pre” and “post” audits of Contractor’s records relating to billing under this Agreement. Contractor’s records shall be available for inspection at such places and times as may be agreed between the Parties. Contractor shall retain all financial records pertaining to this Agreement for a period of six (6) years after complete performance.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees, agents, and subcontractors, to the extent of its or their responsibility for such claims, damages, losses and expenses. This section specifically includes the defense and indemnification of any claim and/or loss, cost or expense the County has filed against it or incurs due to a claim that use of the subject system compromises or infringes in any way the intellectual property rights of others.

ARTICLE 13. PRIVACY OF PERSONAL HEALTH INFORMATION (HIPAA)

To the extent that the Contractor, by its delivery of services under the terms of this Agreement, comes into possession of Protected Health Information, as defined by the Health
Insurance Portability and Accountability Act of 1996, it agrees to comply with the terms of Appendix “A” attached hereto and made a part hereof.

ARTICLE 14. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event that no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment. The County shall immediately notify Contractor in the event of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 16. TERM AND TERMINATION

This agreement shall take effect upon November 1, 2016 and continue end on October 31, 2018.

ARTICLE 17. INVALID PROVISIONS

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, that determination shall not invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE 18. INSURANCE

18.1 Contractor agrees to procure and maintain, without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule “A” attached hereto and made a part hereof.

18.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County shall be named as an additional insured on all liability policies.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

18.3 No work shall be commenced under the contract until the Contractor has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the Contractor. If at any time, any of said policies shall expire or become unsatisfactory to the County, the Contractor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract may, at the election
of the County, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to procure and maintain any required insurance shall not relieve the Contractor from any liability under the contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

ARTICLE 19. APPLICABLE LAW

This Agreement shall be governed for all purposes by the laws of New York State.

ARTICLE 20. LICENSES

Contractor and its subcontractors shall at all times obtain and maintain all licenses required, if at all, by New York State and/or other responsible authority to perform the services required under this Agreement.

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

In the event of a change in legal status or dissolution of Contractor as a corporation, partnership or other legal entity, during the term of this Agreement, Contractor shall give thirty (30) days prior written notice to the County of such change.

ARTICLE 22. MACBRIDE PRINCIPLES

Contractor represents that Contractor is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 of 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law 3 of 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. MODIFICATION

This Agreement may only be modified by a written amendment executed by the Parties.

ARTICLE 24. REMEDY FOR BREACH

In the event of a breach by Contractor, and/or its subcontractors, Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's costs incurred in procuring a substitute contractor.
ARTICLE 25. NON-DISCRIMINATION

Pursuant to NYS Executive Law, Article 15 (Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor and its subcontractors, shall not discriminate by reason of race, creed, color, national origin, age, gender, sexual orientation, military status, marital status, or disability in any manner with respect to the performance of the work associated with this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through the Albany County Executive, and by the Contractor, by and through a duly authorized individual, effective the day and year last written below.

COUNTY OF ALBANY

DATE: ____________________________

BY: ____________________________

Daniel P. McCoy
County Executive
or
Philip F. Calderone, Esq.
Deputy County Executive

ALBANY MEDICAL CENTER

DATE: 3/29/2018

By: ____________________________

Ferdinand J. Venditti, Jr., MD
EVP for System Care Delivery
Hospital General Director
STATE OF NEW YORK
COUNTY OF ALBANY  

On the __ day of ____________, 20__, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
Notary Public

STATE OF NEW YORK  
COUNTY OF ALBANY  

On the __ day of ____________, 20__, before me, the undersigned, a notary public in and for the state, personally appeared Phillip F. Calderone, Esq, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
Notary Public

STATE OF NEW YORK  
COUNTY OF ALBANY  

On the __ day of ____________, 201__, before me, the undersigned, a notary public in and for the state, personally appeared  _______ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribe to the attached instrument and acknowledged to me that she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
Notary Public

CATHERINE COLASURDO
Notary Public, State of New York
Qualified in Albany County
Reg. No. 4826178
Commission Expires June 30, 202
APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT/CONTRACTOR herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate"—under the terms of this Agreement, the term "Business Associate" shall mean the Consultant/Contractor, NMS Labs.
2. "Covered Entity"—for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Office of the District Attorney.
3. "Individual"—under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule"—shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information"—shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law"—shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary"—shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor"—shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.
B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.

2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by theCovered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.
D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall begin upon the Business Associate’s acceptance of assignment and shall terminate upon the Business Associate’s completion of assignment. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
   (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
   (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** — A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. **Amendment** — The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. **Survival** — The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** — Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. **Incorporation in the Agreement** — The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.
SCHEDULE “A”
INSURANCE COVERAGE

1. Workers’ Compensation and Employers’ Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For:</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

4. Professional Liability Insurance: A policy or policies of insurance with limits of not less than $1,000,000.
SCHEDULE B

CONTRACTOR'S SERVICES PROPOSAL
The proposer believes that this information is protected from disclosure under the State Freedom of Information Law.

Albany Medical Center
Morgue and Laboratory Fee Schedule
YEAR ONE
Effective June 1, 2016 through May 31, 2017

Morgue Facility Use
(includes onsite toxicology, histology and microbiology) $860.00

Histology Services Only
(without morgue facility use) $193.00

Forensic Toxicology Screening and Qualitative Confirmation Services Only
(without morgue facility use) $345.00

Due to the increased volume and cost of inhouse quantitative confirmation drug and metabolite testing it will be necessary to charge an additional fee of $35.00 per drug, alcohol or metabolite that is quantitated by AMC.

Forensic Toxicology Services Requested but Not Performed at AMC Billed at AMC's cost plus a $25 handling fee

In an effort to decrease costs to Albany County current Forensic Toxicology provided by NMS may become available at AMC. The availability and price of these tests will be communicated to Albany County as they become available.

Microbiology Only
WITHOUT MORGUE FACILITY USE 50% discount of AMC's specific charge schedule in effect at the time of service

Histology or Laboratory Services Requested but not Performed at AMC Billed at AMC's cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, electron microscopy, chemistry procedures) 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

Assistance in morgue weekends, holidays, evenings and nights $75/first 3 hours $25.00 each additional hour

Assistance at Scene

170
THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.

Albany Medical Center
Morgue and Laboratory Fee Schedule
YEAR TWO
Effective June 1, 2017 through May 31, 2018

Morgue Facility Use
(includes onsite toxicology, histology and microbiology)
$860.00 Plus the avg of hospital OP CPI for the previous year

Histology Services Only
(without morgue facility use)
$193.00 Plus the avg of hospital OP CPI for the previous year

Forensic Toxicology Screening and Qualitative Confirmation Services Only
(without morgue facility use)
$345.00 Plus the avg of hospital OP CPI for the previous year

Due to the increased volume and cost of inhouse quantitative confirmation drug and metabolite testing it will be necessary to charge an additional fee of $35.00 (Plus the avg of hospital OP CPI for the previous year) per drug, alcohol or metabolite that is quantitated by AMC.

Forensic Toxicology Services Requested but not Performed at AMC
Billed at AMC’s cost plus a $25 handling fee

In an effort to decrease costs to Albany County current Forensic Toxicology provided by NMS may become available at AMC. The availability and price of these tests will be communicated to Albany County as they become available.

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

Histology or Laboratory Services Requested but not Performed at AMC
Billed at AMC’s cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, electron microscopy, chemistry procedures)
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

Assistance in morgue weekends, holidays, evenings and nights
$76.50/ first 3 hours
$25.50 each additional hour

Assistance at Scene
$76.50/ first 3 hours
$25.50 each additional hour
THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.

Albany Medical Center
Morgue and Laboratory Fee Schedule
YEAR THREE
Effective June 1, 2018 through May 31, 2019

Morgue Facility Use
(includes onsite toxicology, histology and microbiology)
Year two rate plus the avg of hospital OP CPI for the previous year

Histology Services Only
(without morgue facility use)
Year two rate plus the avg of hospital OP CPI for the previous year

Forensic Toxicology Screening and Qualitative Confirmation Services Only
(without morgue facility use)
Year two rate plus the avg of hospital OP CPI for the previous year

Due to the increased volume and cost of inhouse quantitative confirmation drug and metabolite testing it will be necessary to charge an additional fee of year two rate (Plus the avg of hospital OP CPI for the previous year ) per drug, alcohol or metabolite that is quantitated by AMC

Forensic Toxicology Services Requested but not Performed at AMC
Billed at AMC’s cost plus a $25 handling fee

In an effort to decrease costs to Albany County current Forensic Toxicology provided by NMS may become available at AMC. The availability and price of these tests will be communicated to Albany County as they become available.

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

Histology or Laboratory Services Requested but not Performed at AMC
Billed at AMC’s cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC
(e.g. HIV serology, molecular testing, electron microscopy, chemistry procedures)
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

Assistance in morgue weekends, holidays, evenings and nights
$78/first 3 hours
$26.00 each additional hour

Assistance at Scene
Hon. Andrew Joyce, Chairman
Albany County Legislature
Albany, New York 12207

Hon. Dennis Feeney
Majority Leader
Albany, New York 12207

Hon. Frank Mauriello
Minority Leader
Albany, New York 12207

Re: Request for Legislative Action

Dear Chairman Joyce,

Attached please find the Albany County Coroner’s request for Legislative Action regarding Forensic Laboratory Services.

The Coroner’s office is requesting a contract agreement through National Medical Services now required.
Albany Medical Center will no longer provide forensic laboratory services.
Currently NMS Labs is providing services to Albany County through a client agreement.
Basic Postmortem Toxicology fees will average $325.00 per case.

If you have any further questions, please do not hesitate to contact me at 445-7604.

Sincerely,

Timothy J. Cavanaugh – Senior Coroner
REQUEST FOR LEGISLATIVE ACTION
RLA #2983: Forensic Laboratory Services NMS Lab 3701 Welsh Rd. Willow Grove PA 19090

DATE: Tuesday, January 08, 2019

DEPARTMENT: Coroners
Contact Person: Helen Budka, Confidential Secretary
Telephone: 518-447-3069
Dept. Representative Attending Committee Meeting: Helen Budka, Timothy Cavanaugh; Senior Coroner

PURPOSE OF REQUEST:
- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment (see below)
- Contract Authorization (see below) X
- Environmental Impact
- Home Rule Request
- Property Conveyance
- Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
- Increase Account/Line No.
- Source of Funds
- Title Change

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING:

TYPE OF CONTRACT:
- Change Order/Contract Amendment X
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements Professional Services
- Education/Training
- Grant:
  - New
  - Renewal
  - Submission Deadline Date
- Settlement of a Claim
- Release of Liability
- Other: (State briefly)

FOR COUNSEL USE ONLY

Date Received:
Received by:
Method: Hand:
Courier:
Mail:
CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address) NMS Labs
3701 Welsh Rd.
Willow Grove, PA 19090

Amount/Raise Schedule/Fee $10,000.00
Scope of Services Forensic Toxicology Services

Contract Funding:
Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS:

Mandated Program/Service: Yes
If Mandated Cite: Authority
Anticipated in Current Adopted Budget No

County Budget Accounts:
Revenue
Appropriation 44048

Fiscal Impact - Funding: (Dollars or Percentages)
Federal
State
County
Local

Term/Length of Funding:

Impact on Pending Litigation No
If yes, please explain:

Previous Requests for Identical or Similar Action
Resolution/Law Number
Date of Adoption

Justification: (State briefly why legislative action is requested)

AMC will no longer provide forensic laboratory services. Requesting contract with NMS Lab whom the County is already clients of their services.

Back-up Material Submitted: (i.e. application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

http://acvsp2010/sites/CALM/Lists/RLA/Attachments/2983/NMS RLA.pdf

Submitted by: Helen Budka
Title: Timothy Cavanaugh; Senior Coroner
Pricing Summary for Toxicology Laboratory Services - Albany Medical Center

NMS Labs is pleased to offer the Albany Medical Center the following analysis options and special pricing considerations for routine toxicology services.

Effective January 1st 2018 we have added the following compounds to our 8052B Postmortem Expanded panel: 4-ANPP, 6-Beta-Naftrexol - Free, Acryl Fentanyl, Butyryl Fentanyl / Isobutryl, Fentanyl, Carfentanil, Clonazolam, Delorazepam, Desmethylloperamide, Dibutylone, Dicloazepam, Etizolam, Flubromazolam, Furanyl Fentanyl, Loperamide, N-Ethyl Pentylene, para-Fluorobutyryl, Fentanyl / FBF, Suvorexant, and U-47700. The addition of these compounds will greatly reduce the expenditures that will be needed for these types of findings.

NMS Labs keeps up to date on current compounds that are contributing to or causing death and keeps historical data on these compounds to help with public safety and awareness. This awareness and surveillance guides our decisions when updating our postmortem panels which is constantly being updated with new emerging compounds at no additional cost.

Pricing Effective Date: 11/01/2018
Pricing Expiration Date: 12/31/2019

<table>
<thead>
<tr>
<th>Test Number</th>
<th>Test Description</th>
<th>Price per Sample</th>
</tr>
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<tbody>
<tr>
<td>8051B</td>
<td>Basic Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma</td>
<td>$150.00</td>
</tr>
<tr>
<td>8051U</td>
<td>Includes screening and quantitative confirmatory analysis for illicit drugs of</td>
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<td></td>
<td>abuse, alcohol and some therapeutic compounds as noted in the NMS Guide to</td>
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<td></td>
<td>Postmortem Services</td>
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<tr>
<td>8051FL</td>
<td>Basic Postmortem Toxicology Panel - Non-Routine Fluids</td>
<td>$300.00</td>
</tr>
<tr>
<td>8051TI</td>
<td>Basic Postmortem Toxicology Panel - Tissue</td>
<td>$325.00</td>
</tr>
<tr>
<td></td>
<td>Use for routine postmortem toxicology testing of tissue samples and non-routine</td>
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<td></td>
<td>biological fluids (gastric contents, bile, purge fluid, etc.)</td>
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<tr>
<td>8052B</td>
<td>Expanded Postmortem Toxicology Panel – Blood, Urine, Serum/Plasma</td>
<td>$225.00</td>
</tr>
<tr>
<td>8052U</td>
<td>Expanded Postmortem Toxicology Panel – Non-Routine Fluids</td>
<td>$500.00</td>
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<tr>
<td>8052SP</td>
<td>Expanded Postmortem Toxicology Panel – Tissue</td>
<td>$550.00</td>
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<tr>
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<td>Use for routine postmortem toxicology testing of tissue samples and non-routine</td>
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<tr>
<td></td>
<td>biological fluids (gastric contents, bile, purge fluid, etc.)</td>
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<tr>
<td>8054B</td>
<td>Postmortem, Expanded with NPS, Blood</td>
<td>$525.00</td>
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<tr>
<td></td>
<td>Includes screening and quantitative confirmatory analysis for 350+ therapeutic</td>
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<td>medications, illicit drugs of abuse and alcohol as noted in the NMS Guide to</td>
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<td></td>
<td>Postmortem Services</td>
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<tr>
<td>8050U</td>
<td>Urine Drug Screen</td>
<td>$25.00</td>
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<tr>
<td></td>
<td>Includes screening analysis of urine for illicit drugs of abuse with confirmation</td>
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<tr>
<td></td>
<td>testing for Opiates and 6-MAM (Can be ordered in addition to Basic or Expanded</td>
<td></td>
</tr>
<tr>
<td></td>
<td>drug screens</td>
<td></td>
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<tr>
<td>8092B</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Blood, Urine, Serum/Plasma</td>
<td>$450.00</td>
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<tr>
<td>8092U</td>
<td>Use as needed for cases requiring toxicologist consultation based on available</td>
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<tr>
<td></td>
<td>case history.</td>
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<tr>
<td>8092SP</td>
<td>Includes screening for over 600 drugs (therapeutic medications &amp; illicit drugs of</td>
<td></td>
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<td>abuse), metabolites, poisons and toxins as noted in the NMS Guide to Postmortem</td>
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</tr>
<tr>
<td></td>
<td>Services</td>
<td></td>
</tr>
<tr>
<td>8092FL</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Non-Routine Fluids</td>
<td>$600.00</td>
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<tr>
<td>8092TI</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Tissue</td>
<td>$625.00</td>
</tr>
<tr>
<td></td>
<td>Use as needed for cases requiring toxicologist consultation based on available</td>
<td></td>
</tr>
<tr>
<td></td>
<td>case history.</td>
<td></td>
</tr>
<tr>
<td>RETURN</td>
<td>Specimen Return/Handling</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

These services are designed to help you effectively manage your postmortem toxicology testing needs based on your projected annual volume of cases. Fees will be invoiced for each sample type analyzed based on the submitted analysis request. All other testing requested will be billed in accordance with the NMS Labs 2018 Fee Schedule.
LABORATORY SERVICES AGREEMENT
Agreement No. [XXXXX]

National Medical Services, Inc. d/b/a NMS Labs ("NMS Labs") located at 3701 Welsh Road, Willow Grove, PA 19090, agrees to provide laboratory testing and related services for ________________________ ("Client") located at ________________________ pursuant to the terms and conditions of this Agreement.

I. SERVICES PROVIDED

a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.

b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement is [start date] and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from [start date] and ending on the Completion Date of [end date], unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties.

III. COMPENSATION

NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A and B.

IV. USE OF SUBCONTRACTORS

a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.

b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

V. USE OF NMS NETWORK LABS

Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its and/or American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) International ISO17025 accredited network laboratories to perform all or part of the work performed under this agreement.

VI. CLIENT RESPONSIBILITIES

a. Client's personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.

b. Client shall adhere to the sample requirements set forth by NMS Labs located at: http://www.nmslabs.com/sample-submission/.

c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs' sample submission requirements, NMS Labs will proceed with the following action:

1) Provide notice to Client that testing cannot be performed on the samples provided by Client and;

2) Stop all work under the current Agreement until Client takes action to terminate or amend the agreement.

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential
current Agreement
Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with thirty (30) days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

IX. PAYMENT

a. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.

b. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1%) per month or the maximum rate that the law permits, whichever is less.

c. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.

d. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

XII. CONFIDENTIALITY

Each party shall hold all Confidential Information in confidence. Neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement “Confidential Information” means all terms of this Agreement, all information and know-how of a scientific, technical, operational or economic nature, the results of analysis provided hereunder and all Innovations. Confidential Information shall not include (i) information generally available to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain through no fault of a party, and
(iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that NMS Labs may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS

a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, Inventions, improvements and other Innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware and software.

b. Client agrees that all Innovations will be the sole and exclusive property of NMS Labs. Client hereby assigns all of Client's rights, title or interest in the Innovations and in all related patents, copyrights, trademarks, trade secrets, rights of priority and other proprietary rights to NMS Labs. At NMS Labs' request and expense, during and after the term of this Agreement, Client will assist and cooperate with NMS Labs in all respects and will execute documents, and, subject to Client's reasonable availability, give testimony and take further acts requested by NMS Labs to obtain, maintain, perfect and enforce NMS Labs' patent, copyright, trademark, trade secret and other legal protection for the Innovations. Client hereby appoints the President of NMS Labs as attorney-in-fact to execute documents on each of its behalf for this purpose. Client agrees to execute and deliver to NMS Labs such further instruments or documents as may be requested by NMS Labs in order to effectuate the purposes of this Section. This Section shall survive any termination or expiration of this Agreement.

XIV. NO OTHER WARRANTIES

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XV. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL NMS LABS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS), WHETHER THE BASIS OF THE LIABILITY IS IN BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. ACTIONS COVERED HEREIN INCLUDE BUT ARE NOT LIMITED TO, MISHANDLING OR LOSS OF PATIENT SAMPLES OR THE MISHANDLING OR LOSS OF PATIENT INFORMATION INCLUDING
TESTING RESULTS. THE LIABILITY OF NMS LABS TO CLIENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF COMPENSATION RECEIVED BY NMS LABS FROM CLIENT HEREEUNDER DURING THE TWO MONTH PERIOD IMMEDIATELY PREcedING THE DATE ON WHICH SUCH DAMAGES WERE INCURRED. THE PARTIES INTEND TO HAVE THIS LIMITATION OF LIABILITY SURVIVE ANY DETERMINATION THAT THE EXCLUSIVE REMEDIES PROVIDED TO CLIENT HEREEUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XVI. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereto or any of their respective family members), arising out of, incident to, or in connection with such party’s infringement of any third party’s Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

XVII. FORCE MAJEURE

NMS Labs shall not be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

XVIII. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to that state’s conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of the Commonwealth of Pennsylvania, County of Montgomery, or, if it has or can acquire jurisdiction, in the United States District Court of the Eastern District of Pennsylvania, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that all claims with respect to such actions or proceedings shall be heard and determined only in any such court and agrees not to bring any actions or proceedings arising out of or relating to this Agreement in any other court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The non-prevailing party in any action described in this Section shall pay the prevailing party’s expenses and costs of such including, but not limited to, the fees and expenses of such party’s attorneys and expert witnesses. This Section shall survive any termination or expiration of this Agreement.

XIX. HIPAA COMPLIANCE

Each party, represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or
transmitted under this agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

XX. EQUITABLE RELIEF

Nothing in this Agreement shall be construed to prevent NMS Labs from seeking or obtaining a preliminary or permanent injunction or other equitable relief in any court of competent jurisdiction in the event of a breach by Client of any provisions of this Agreement. This Section shall survive any termination or expiration of this Agreement. Each party hereby represents and warrants to the other party that such party has caused this Agreement to be executed and delivered by a duly authorized representative of such party.

XXI. Notices

1. All Notices will be in writing and addressed as follows:

To National Medical Services, Inc.:  
ATTN: Andrew Nolan  
Vice President of Finance  
3701 Welsh Road  
Willow Grove, PA 19090

To Client:

[Enter Client Primary Contractual/Financial Contact Name]  
[Enter Client Contact Title]  
[Enter Client Address]  
[Enter Client Address]  
[Enter Client e-mail address]  
[Enter Client Telephone #]  
[Enter Client Fax Number if applicable]

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party’s Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

XXII. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.
XXIII. ASSIGNMENT

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of NMS Labs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

NATIONAL MEDICAL SERVICES, INC.  
d/b/a NMS Labs

Client (Signature)  

Name (Print)  

Title (Print)  

Date

By ____________________________  
(Signature)  

Name (Print)  

Title (Print)  

Date
EXHIBIT A – PRICING

1. PRICING

Pricing for the work performed under this agreement is as outlined below:

[Insert Pricing Table here]

The Following Clause is Applicable For All Other Agreements
a. All other services ordered during this effective period will be billed at prevailing List Price Fees. NMS Labs reserves the right to renegotiate the pricing for the work performed under this agreement if the projected volumes change from those volumes outlined in the pricing table.

2. COVERED ENTITIES

The pricing effective under this agreement is extended to the following entities:
• [insert entity name if applicable or if not applicable write N/A]

Unless specifically identified above, the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Labs.
EXHIBIT B – CUSTOMIZED TERMS

1. NON-COVERED TESTING
Any services not included in Exhibit A and necessary to the performance of the work in accordance with this Agreement shall be billed at prevailing List Price Fees.

2. TESTIMONY AND TRAVEL COSTS
Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were:
• Tested prior to the effective date of this agreement and;
• NOT tested by NMS Labs

3. ADDITIONAL SERVICES
The following services are included in the price under this agreement:

Remove the following section if not applicable

➢ [Discovery Packages or Litigation Packages]: [Include explanation of what this includes]
NMS Labs shall provide an estimated [X] number of packages throughout the term of this agreement for fees as outlined in Exhibit A.

➢ Miscellaneous Forms: Pricing included in Exhibit A includes administration of the following forms:
  a. [Restitution]: To be provided in NMS Labs' standard format. These forms will be submitted to [Client or Agency] [insert frequency]
  b. [Affidavits]: NMS Labs will provide un-notarized affidavits using NMS Labs' standard format. Affidavits will accompany reports submitted to the Client.

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs' Expert Fee Schedule.

Remove the following section if not applicable
Additional Forms required by the Client are listed below:
  c. [Type of Form (Ex. Administrative License Revocation)]: in a format to be provided by the Client. These forms will be submitted to [Client or Agency contact information] [insert frequency]

For the following section, please select the option that applies to your Client’s Agreement and fill in the bracketed areas as appropriate and removing other options that don’t apply.

4. SAMPLE RECEIPT –
   Option 1: Client will schedule an appointment to drop off samples to [insert location address] between [which days] and the hours of [insert which hours]. Under the terms of this agreement the Client agrees to submit samples in accordance with Section VI.b. of this agreement

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential
Option 2: NMS Labs will provide Courier service to pick up samples from Client at [insert location address] between [which days] and the hours of [insert which hours].

Option 3: Client will send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: http://www.nmslabs.com/sample-submission/ Samples will be sent to [insert location address] so that the shipment arrives between [which days] and the hours of [insert which hours].

[NMS Labs/Client] is responsible for [shipping/courier] services as outlined above.

5. SAMPLE RETENTION/STORAGE
Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Clinical specimens are routinely retained for two (2) weeks after the date of report. Specimens handled as forensic cases are routinely retained for six (6) weeks after the final report is issued. To request extended storage of clinical and/or forensic specimen, you must send a written request in advance of the disposal date, including a prepayment of the specimen storage surcharge which will extend the retention period by three (3) months. Each additional three months of storage requires an additional payment. Failure to notify the laboratory in writing of a request for storage beyond the routine periods indicated above (two [2] weeks – clinical, or six [6] weeks – forensics), and to provide prepayment for extended storage will be considered authorization to discard or destroy the specimen(s).

Under the terms of this agreement, NMS Labs [will /will not] store Client's samples that do not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.
For DNA Services include this clause:
DNA samples will not be destroyed or discarded after being retained by NMS Labs for six weeks, but any remaining DNA samples will be returned to the Client for an additional fee if payment for extended storage is not provided.

6. SAMPLE RETURNS
Under this agreement the Client [requires/does not require] samples to be returned.

Preferred Option (should Client require samples to be returned):
In order for a Client to have samples returned, the Client will need to submit a written request. The request must include contact information, destination address and phone number and how the samples should be returned in the request.

The Client will be charged an additional fee for returning samples. Fees for returns vary by sample, as does shipping.

   a. [Remove this section if not applicable. If required by the Client, include special shipping/packaging requirements here (ie: return samples in original packaging).]

Option 2 (should Client require samples to be returned):
Under this agreement the Client requires samples to be returned. NMS Labs will not charge the Client an additional fee for the return of samples if the Client agrees to schedule an appointment to pick up the samples from:

[Insert location]

Should the Client request that samples be shipped directly to the Client’s address or another address, the Client will be charged an additional fee for the return of the samples.

7. SUPPLIES
NMS Labs will provide the following collection and shipping supplies for work under this agreement:

   a. Requisition form templates in electronic Adobe™ PDF file format
   b. Ancillary Collection Tubes and/or plastic containers
   c. Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

   - [List all of Client’s special collection and shipping supplies here or remove this section if not applicable]

8. SPECIAL REPORTING REQUIREMENTS
Should NMS Labs determine that reports required by the Client do not qualify as “standard reports,” The Client will be charged an additional fee to prepare these reports.

Remove the following section if not applicable
The Client requires the following special reports for work performed under this agreement:
a. [Insert Type of Report], [what the report needs to include], [format], [delivery method]

9. SPECIAL BILLING REQUIREMENTS
Should NMS Labs determine that the Client requires customizations to its standard billing: the Client will be charged an additional fee.

Remove the following section if not applicable
The Client requires the following special billing requirements for work performed under this agreement:

a. [Insert Type of requirement], [what the requirement needs to include], [format], [delivery method]
December 27, 2018

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Mental Health requests permission to renew a contract with Better Health of Northeastern New York (BHNYY) for the provision of behavioral health crisis stabilization services in the community. BHNYY provides funding to the Department of Mental Health to provide crisis stabilization services to reduce unnecessary hospitalizations.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Renewal for Behavioral Health Stabilization Services

Date: December 24, 2018
Submitted By: Kelle Roberts
Department: Mental Health
Title: Associate Director of Fiscal Operations
Phone: 518-447-2023
Department Rep.: Stephen Giordano
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- □ Change Order/Contract Amendment
- □ Purchase (Equipment/Supplies)
- □ Lease (Equipment/Supplies)
- □ Requirements
- □ Professional Services
- □ Education/Training
- □ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
- □ Settlement of a Claim
- □ Release of Liability
- ☒ Other: (state if not listed) Contract Renewal

Contract Terms/Conditions:

Party (Name/address):
Better Health for Northeastern New York 1275 Broadway Albany, NY 12204

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $243,657
Scope of Services: Albany County Department of Mental Health will provides behavioral health stabilization services to individuals in Albany County to prevent unnecessary hospitalizations.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes □ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No □
Anticipated in Current Budget: Yes ☒ No □
County Budget Accounts:
Revenue Account and Line: A143140.03492
Revenue Amount: $243,657
Appropriation Account and Line: A94310.1.12205
Appropriation Amount: $243,657

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 2/1/2019-1/31/2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 111
Date of Adoption: Click or tap here to enter text.
3/12/2018

Justification: (state briefly why legislative action is requested)
Renewal of contract with Better Health of Northeastern New York to provide behavioral health crisis stabilization services in the community and reduce unnecessary hospitalizations.
Behavioral Health Community Crisis Stabilization Project Agreement

This agreement ("Agreement") is entered into and made effective the 1st day of February 2018 ("Effective Date") by and between Better Health for Northeast New York, Inc. ("BHNYY") located at 1275 Broadway MC-216, Albany, New York 12204 and the Albany County Department of Mental Health ("ACDMH"), located at 175 Green Street, Albany, NY 12202. Each may be referred to as a "Party" or collectively as the "Parties."

Recitals

A. The New York State Department of Health (DOH) has approved BHNYY to serve as the lead of a Performing Provider System (PPS) under the New York State Delivery System Reform Incentive Payment Program (DSRIP) to serve individuals enrolled in Medicaid and uninsured individuals in the counties of (BHNYY Region).

B. Among other DSRIP projects, BHNYY has elected to undertake the behavioral health community crisis stabilization services project (BH Stabilization Project). ACDMH wishes to participate in the BH Stabilization Project and has agreed to collaborate with BHNYY and other providers in the BHNYY network (BHNYY Network) in order to implement the BH Stabilization Project.

C. The goal of the BH Stabilization Project is to provide needed, readily accessible behavioral health services to Medicaid and uninsured individuals in a community setting during a crisis and prevent unnecessary hospitalization.

D. ACDMH is currently delivering Crisis Stabilization Services to eligible individuals through a mobile crisis team to avert preventable emergency room visits ("Mobile Crisis Team") in Albany County, but those services do not cover all patients who need the services. The Parties agree that the services should be expanded through this Agreement to better meet the community's needs and to fulfill DSRIP goals.

AGREEMENT

In consideration of the forgoing, the mutual covenants contained herein and for purposes of furthering immediate implementation of the BH Stabilization Project, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The terms used in this Agreement shall have the following meanings.

1. "CMS" means the Center for Medicare and Medicaid Services.

2. "Compliance Program" means the program established by BHNYY to prevent, detect, and address compliance issues that arise with respect to PPS operations, projects or activities.

3. "DSRIP Requirements" means the requirements of DSRIP as set forth in DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time.

Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act (collectively "HIPAA").

5. "Partner Organization Agreement" means the agreement between BHNYY and participating Partner Organizations that sets forth the rights and obligations of the Parties in relation to implementation of the PPS Project Plan.

6. "Partner Organizations" means the organizations that execute an agreement to participate in the PPS as a Partner Organization.

7. "PPS" has the meaning set forth in Recital A and includes the network of health care providers, community-based organizations, vendors, and state or municipal agencies that participate in PPS projects, operations, or activities to implement the PPS Project Plan and meet DSRIP goals.

8. "PPS Policies and Procedures" means policies and procedures duly adopted by BHNYY.

9. "PHI" means Protected Health Information as defined under HIPAA.

10. "Project Protocols" means protocols adopted by BHNYY to implement the BH Stabilization Project.

ARTICLE II

BHNYY OBLIGATIONS

Section 2.1. BHNYY Obligations. BHNYY shall plan and manage the BH Stabilization Project, including but not limited to developing or identifying Project Protocols and evidence-based practice guidelines required for project implementation, tracking project performance, and reporting as required by DSRIP to DOH.

Section 2.2. Payment. BHNYY shall pay ACDMH in accordance with the payment terms in Article IV below.

ARTICLE III

ACDMH OBLIGATIONS

Section 3.1. Compliance with Project Requirements. ACDMH shall comply with BH Stabilization Project requirements, including but not limited to requirements set forth in: (i) this Agreement; and (ii) Project Protocols, as may be amended from time to time by BHNYY.

Section 3.2. Crisis Stabilization Services. ACDMH shall provide crisis stabilization services in accordance with this Agreement and with generally accepted standards of clinical practice for such services and applicable federal, state and local laws and regulations to patients who are experiencing an acutely psychotic episode or who are otherwise behaviorally unstable (e.g., danger to self or others), who may potentially be referred to a hospital emergency department ("Eligible Patients") and are therefore eligible to receive services in the BH Stabilization Project ("Crisis Stabilization Services"). Crisis Stabilization Services shall include services at community settings at the time of a crisis as well as follow up services consistent with accepted standards of clinical practice. ACDMH currently provides Crisis Stabilization Services
to Eligible Patients 8 a.m. to 12 a.m. Monday through Friday and 11 a.m. to 9:30 p.m. Saturday and Sunday. In accordance with this Agreement, ACDMH shall expand Crisis Stabilization Services to be available on a 24/7 basis and to serve more Eligible Patients, with a target of serving an additional 500 Eligible Patients during one-year term of the Agreement. In order to do so, ACDMH shall increase its current staffing level by the equivalent of three full-time employees ("Project Staff"), all of whom shall be master licensed social workers and/or master licensed mental health counselors. ACDMH shall retain Project Staff as soon as practicable, but in no event later than six (6) weeks after the Effective Date of the Agreement. ACDMH shall provide to BHNNY bi-weekly updates on the status of staff recruitment and training until such time as all three Project Staff members have been hired and are providing services pursuant to this Agreement. ACDMH shall provide to BHNNY a copy of the resumes of the individuals selected for the position at least five (5) business days prior to the start date of employment.

Section 3.3. Crisis Support Services. ACDMH shall provide "recovery-oriented" and "peer-sensitive" crisis support services ("Crisis Support Services") consistent with accepted standards of clinical practice. All Project Staff will receive training in current recovery principles and use of natural supports in order to provide "recovery-oriented" and "peer-sensitive" crisis support, planning for psychiatric care ("Psychiatric Advance Directives") wellness recovery plans and assistance to connect individuals with their natural supports in the community, and involve them in the planning process to the extent possible. Such services shall be delivered in accordance with generally accepted standards of clinical practice for such services and applicable federal, state and local laws and regulations to all Eligible Patients in Albany County.

Section 3.4. Outreach and Engagement. ACDMH shall meet the following obligations:

a. Provide regular in-service presentations on the enhanced availability of Crisis Stabilization Services to community service providers that are in a position to identify and refer Eligible Patients in the midst of a crisis, including but not limited to police agencies, behavioral health providers, and substance use disorder providers;

b. Develop close linkages with health homes, emergency room ("ER") and inpatient services in Albany County to develop and implement protocols for diversion of patients from ERs, as appropriate;

c. Develop close linkages with community-based providers in Albany County that serve Eligible Patients and may refer such patients to ACDMH or have patients referred from ACDMH;

d. Develop and implement arrangements for Eligible Patients to be referred to hospital special psychiatric services, and to an observation unit within a hospital outpatient facility or at an off campus crisis residence for up to 48 hours of monitoring to attempt stabilization; and

e. Develop and enter into arrangements, as feasible, with managed care organizations serving Eligible Patients to provide coverage for such services.

Section 3.5. Prepare Plan for Meeting DSRIP Performance Measures. Within thirty (30) days of the Effective Date, ACDMH shall submit to BHNNY a detailed plan outlining the steps to
be taken to improve performance on the DSRIP measure of reducing potentially preventable ER visits for persons with behavioral health diagnoses in Albany County.

Section 3.6. Use of Health Information Technology. ACDMH shall:

a. Utilize information from available data sources to assist with contacting Eligible Patients and other health care and community service providers, assessment and ongoing tracking;

b. Maintain information system capacity, policies, procedures, and practices to create, document, implement, and update a record for each Eligible Patient;

c. Utilize a systematic process to follow up on services and referrals; and

d. Participate in secure messaging and information exchange with BHNNY and other providers in the BHNNY network and exchange data, as required to implement the BH Stabilization Project.

Section 3.7. Data Reporting. ACDMH shall report information to BHNNY as required by the Data Reporting Schedule set forth in Appendix A for Eligible Patients who received Crisis Stabilization or Crisis Support Services in the specified reporting time period on one or more occasions. ACDMH understands that BHNNY will rely on the information submitted by ACDMH in submitting reports to DOH and agrees that all data, reports and documentation submitted by ACDMH under this Agreement shall be accurate and complete.

Section 3.8. Compliance. ACDMH shall comply with all applicable laws and regulations for Crisis Stabilization Services, including but not limited to DOH regulations regarding the licensure of staff present to deliver Crisis Stabilization Services.

ARTICLE IV
PAYMENT TERMS

Section 4.1. BHNNY shall pay ACDMH $243,667 ("Total Payment Amount") for the services to be delivered under this Agreement as payment for both Crisis Stabilization Services and Crisis Support Services, during the one-year term of the Agreement, with payment to be made as follows: (i) one third of the Total Payment Amount upon execution of the Agreement; (ii) one third six (6) months after the Effective Date; and (iii) one third within thirty (30) days after the end of the term of the Agreement. Such payment shall be contingent upon ACDMH hiring the Project Staff in a timely manner. Starting sixty (60) days after the Effective Date, BHNNY shall deduct from the amount payable to ACDMH one-third of the Total Payment Amount on a pro rata basis for every day that each Project Staff position is not filled. Such deduction shall be made from the next payment owed by BHNNY, and shall reduce the Total Payment Amount accordingly. In the event that the Agreement terminates prior to the end of the 12-month term, ACDMH shall repay to BHNNY within ten (10) business days the funds owed, if any, from the first one-third payment. Any other funds owed as a result of such deductions shall be deducted from the second or third payments, as appropriate.

Section 4.2. ACDMH shall send BHNNY an invoice for each of the three payments set forth in Section 4.1, in the form if any, as required by BHNNY.
ARTICLE V
PARTNER ORGANIZATION AGREEMENT

Section 5.1. **Partner Organization Agreement.** The Parties are bound by a Partner Organization Agreement and a reciprocal Business Associate Agreement ("BAA") that will govern the sharing of PHI under this Agreement. This Agreement shall be interpreted and applied by the Parties as an addendum to the Partner Organization Agreement.

ARTICLE VI
TERM AND TERMINATION

Section 6.1. **Term.** This Agreement shall commence on Effective Date noted above and shall terminate twelve (12) months later, unless the Agreement is terminated earlier in accordance with the provisions of this Article. At the end of the initial one-year contract term and upon the mutual agreement of BHNNY and ACDMH this agreement may be renewed for an additional one year term.

Section 6.2. **Termination by BHNNY.** BHNNY may terminate this Agreement in the event that:

a. ACDMH breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from BHNNY regarding the breach (or such other longer cure period as BHNNY deems reasonable under the circumstances);

b. Upon thirty (30) days' written notice, if BHNNY fails to receive sufficient DSRIP Funds from DOH to meet its financial obligations, except that in the event this clause is triggered, the Parties may renegotiate the terms of this Agreement to provide for partial payment and partial delivery of services;

c. Upon twenty-four (24) hours' written notice to ACDMH if any license, certification or government approval of ACDMH material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 6.3. **Termination by ACDMH.** ACDMH may terminate this Agreement in the event that BHNNY breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from ACDMH regarding the breach (or such other longer cure period as ACDMH deems reasonable under the circumstances). In addition, ACDMH may terminate this Agreement upon twenty-four (24) hours' written notice to BHNNY, if BHNNY is suspended or excluded from DSRIP or the New York State Medicaid Program.

ARTICLE VII
DATA USE AND CONFIDENTIALITY

Section 7.1. **Business Associate Agreement.** The Parties agree that in order to implement the BH Stabilization Project, they will need to exchange PHI, which shall be governed by the reciprocal BAA noted above.

Section 7.2. **Duty to Protect Confidential Medical Information.** The Parties agree that they will only use and share PHI with one another and, as necessary, other providers in the BHNNY Network in a manner consistent with: (i) HIPAA; (ii) Part 2 Substance Use Disorder
Treatment requirements; (iii) all other applicable state and federal laws and regulations; (iv) DSRIP program guidance issued by DOH or CMS; (v) the Business Associate Agreement noted in Section 5.1; and (vi) applicable PPS Policies and Procedures. To the extent legally required, or required by PPS Policies and Procedures, ACDMH shall seek any necessary consent from Eligible Patients in order to share data to provide the services pursuant to this Agreement and to meet DSRIP performance goals.

Section 7.3. Other Confidential Information. The exchange of all other information defined as confidential in accordance with the Partner Organization Agreement shall be governed by the terms of that agreement.

ARTICLE VIII
RECORD RETENTION

Section 8.1. Obligation to Maintain Records. The Parties shall maintain and retain operational, financial, administrative, and medical records, and other documents related to the subject matter of this Agreement in accordance with applicable law and DSRIP Requirements and PPS Policies and Procedures.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.1. Representations and Warranties of BHNYY. BHNYY hereby represents and warrants to ACDMH that neither BHNYY, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health insurance program.

Section 9.2. Representations and Warranties of ACDMH. ACDMH hereby represents and warrants to BHNYY that:

(a) Neither ACDMH nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health insurance program; and

(b) ACDMH's ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner.

ARTICLE X
INDEPENDENT CONTRACTORS

Section 10.1. Legal Relationship. BHNYY and ACDMH understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither BHNYY nor ACDMH is an employee; partner, or joint venture of the other.
ARTICLE XI
LEGAL COMPLIANCE

Section 11.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable federal, state and local laws, regulations and rules, DSRIP Requirements, and the BHNNY Compliance Program.

ARTICLE XII
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 12.1. Indemnification. Each Party agrees to indemnify the other Party and its officers, directors, employees, agents, and subsidiaries for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs incurred in connection with the indemnifying Party's (a) failure to perform its obligations under this Agreement; (b) negligent acts or omissions in carrying out services and obligations under this Agreement, or (c) the Party's violation of any law, statute, regulation, rule or standard of care. This indemnification obligation shall survive the termination of this Agreement. Neither Party shall indemnify the other Party for the negligent acts or omissions of any other Partner Organization or any other third party.

ARTICLE XIII
NOTICE

Section 13.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt requested or via email:

If to BHNNY:

Attn: Louis Filhour
Title: Chief Executive Officer
Address: 43 New Scotland Avenue, NCL
114 Albany NY 12208-3478
Email: Filhour@mail.amc.edu

If to ACDMH:

Attn: Stephen Gandano
Title: Director
Address: 175 Green St.
Albany, NY 12202
Email: Stephen.gandano@albanycounty.ny.gov

Section 13.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Amendment. This Agreement may only be amended, altered, or modified by a written agreement executed by the Parties, except: (i) for the Reporting Schedule as set forth in Appendix A; and (ii) if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, BHNNY may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly notify ACDMH in writing of such amendments.

Section 14.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
Section 14.3. **Entire Agreement.** This Agreement supersedes all prior oral or written agreements, commitments, or understandings between the Parties with respect to the matters provided for herein, except for the Business Associate Agreement and the Partner Organization Agreement entered into by the Parties.

Section 14.4. **Waivers; Amendments.** The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. This Agreement may be waived, amended or modified only pursuant to an agreement or agreements in writing entered into by the Parties.

Section 14.5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Section 14.6. **Non-Discrimination.** Access to services under this Agreement will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 14.7. **Non-Exclusivity.** Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 14.8. **Severability.** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 14.9. **Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed as of the Effective Date.

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

By: [Signature]
Name: Philip F. Calderone
Title: Deputy County Executive
Date: [Signature]

BETTER HEALTH FOR NORTHEAST NEW YORK, INC.

By: [Signature]
Name: Louis Filhour
Title: Chief Executive Officer
Date: 4/23/18
Appendix A

Data Reporting to BHNYY

The reporting requirements set forth below apply to Crisis Stabilization and Crisis Support Services delivered by ACDMH to Eligible Patients in the BH Stabilization Project.

Data Elements
ACDMH shall report the following data elements (Data Elements) to BHNYY in a reporting platform or template, if any, provided by BHNYY:

- Aggregate number of patients engaged under this initiative in the time periods set forth below.
- Modality of Interaction: Face-to-Face or telephonic.
- Type of Interaction: Crisis service, non-crisis service, peer service.
- Number of encounters: Single encounter or two or more encounters.
- Number of patients diverted from Hospital/ED to Community Providers.
- Eligibility Status, if available: Medicaid or Uninsured.
- Patient Zip code, if available.
- Current PCP, if available.
- Current BH provider, if available.
- Referral Source: Law enforcement, Hospital/ED, Community Providers, Self, Patient Family/friend, Other Agency.
- Number of Community Education Activities provided.
- Type of agency provided community education: Law Enforcement, Hospital/ED, Community Provider, Other Agency.

Reporting Schedule
ACDMH shall report the following information to BHNYY in the timeframe as listed below:

<table>
<thead>
<tr>
<th>Reporting Date</th>
<th>Information to be Reported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly by 15th day of the following month, starting with the first full month after the Effective Date.</td>
<td>The Data Elements for patients who received Crisis Stabilization Services from ACDMH at any time in the prior month.</td>
</tr>
</tbody>
</table>
January 10, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the February meeting of the Legislature. The Albany County Dept. of Health is requesting a no cost extension on our grant contract with NACCHO. Funding was provided to enhance efforts to prevent cardiovascular disease and implement community Million Hearts 2022 strategies. The no cost extension will allow the department to get reimbursed for grant deliverables performed beyond the original contract deadline of June 30, 2018. We are requesting the amended contract term to be updated to 1/1/2018 – 3/15/2019.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc:  Hon. Dennis Feeney, Majority Leader
     Hon. Frank A. Mauriello, Minority Leader
     Kevin Cunnizzaro, Majority Counsel
     Minority Counsel

Enclosures
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to extend contract with the National Association of County and City Health Officials (NACCHO)

Date: 1/10/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4695

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- [ ] Change Order/Contract Amendment
- [ ] Purchase (Equipment/Supplies)
- [ ] Lease (Equipment/Supplies)
- [ ] Requirements
- [ ] Professional Services
- [ ] Education/Training
- [ ] Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
- [ ] Settlement of a Claim
- [ ] Release of Liability
- [ ] Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
National Association of County and City Health Officials

Additional Parties (Names/addresses):
1100 17th Street, NW, 7th Floor
Washington, DC 20036

Amount/Raise Schedule/Fee: 30,000
Scope of Services: ACDOH will promote physical activity opportunities in community venues through signage, social support and shared use agreements; and develop or implement transportation and community plans that promote physical activity.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes [ ] No [ ]
If Mandated Cite Authority: Click or tap here to enter text.
<table>
<thead>
<tr>
<th><strong>Is there a Fiscal Impact:</strong></th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated in Current Budget:</td>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

**County Budget Accounts:**
- **Revenue Account and Line:** Click or tap here to enter text.
- **Revenue Amount:** Click or tap here to enter text.

- **Appropriation Account and Line:** Click or tap here to enter text.
- **Appropriation Amount:** Click or tap here to enter text.

**Source of Funding - (Percentages)**
- **Federal:** Click or tap here to enter text.
- **State:** Click or tap here to enter text.
- **County:** Click or tap here to enter text.
- **Local:** 100%

**Term**
- **Term: (Start and end date):** 1/1/2018 - 3/15/2019
- **Length of Contract:** Click or tap here to enter text.

**Impact on Pending Litigation**
- **Yes ☐ No ☒
- **If yes, explain:** Click or tap here to enter text.

**Previous requests for Identical or Similar Action:**
- **Resolution/Law Number:** Resolution 60
- **Date of Adoption:** 2/12/2018

**Justification:** (state briefly why legislative action is requested)
ACDOH is requesting a no cost extension on our grant contract with NACCHO. Funding was provided to enhance efforts to prevent cardiovascular disease and implement community Million Hearts 2022 strategies. The no cost extension will allow the department to get reimbursed for grant deliverables performed beyond the original contract deadline of June 30, 2018. We are requesting the amended contract term to be updated to 1/1/2018 - 3/15/2019.
NACCHO AWARD #2018-011103

SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the National Association of County and City Health Officials (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (1) Eye Street NW, 4th Fl, Washington, DC 20005, and Albany County Health Department (hereinafter referred to as “Subrecipient”), with its principal place of business at 175 Green St. Albany, NY 12202.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of Million Hearts in Municipalities CDC GRANT # 6 NU38OT000172-05-01, CFDA # 93.424, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on January 15th, 2018 and shall continue in effect until June 30th, 2018, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to $25,000.00. Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. Three invoices must be submitted as follows:

<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Period of Performance, Invoice and Progress Reports</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice I</td>
<td>January 17th, 2018 – March 1st, 2018; NTE $12, 500.00</td>
<td>March 15th, 2018</td>
</tr>
<tr>
<td>Invoice II</td>
<td>March 1st, 2018 – May 1st, 2018; NTE $6,250.00</td>
<td>May 15th, 2018</td>
</tr>
<tr>
<td>Interim Report</td>
<td>Progress Report covers May 1st – June 10th</td>
<td>June 15th, 2018</td>
</tr>
</tbody>
</table>
NACCHO award number must be included on all invoices. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Subrecipient will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

**ARTICLE II: GENERAL PROVISIONS**

1. **INDEPENDENT CONTRACTOR:** Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. **PAYMENT OF TAXES AND OTHER LEVIES:** Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. **LIABILITY:** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Subrecipient, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient and NACCHO in relation to each party's responsibilities under these joint activities.

4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. **ASSIGNMENT:** Without prior written consent of NACCHO, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERRUPTING CONDITIONS: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Subrecipient, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Subrecipient and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.

11. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. **PARTIAL INVALIDITY:** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).

14. **ADDITIONAL FUNDING:** Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. **REMEDIES FOR MISTAKES:** If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.

16. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:** Subrecipient's use of funds under this Agreement is subject to the directives of and full compliance with 2 C.F.R Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is the Subrecipient's responsibility to understand and comply with all requirements set forth therein.


18. **DEBARRED OR SUSPENDED SUBRECIPIENTS:** Pursuant to 2 C.F.R 200 Subpart C, Subrecipient will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. **AUDITING:** Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than $750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.

20. **LOBBYING RESTRICTIONS AND DISCLOSURES:** Pursuant to 2 CFR 200 Subpart E, Subrecipient will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. **COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:** Pursuant to 2 CFR 200 Subpart F, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

22. **REPORTING REQUIREMENTS:** If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.

23. **WHISTLEBLOWER PROTECTION:** Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”

24. **EXECUTION AND DELIVERY:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

25. **NOTICE:** All notices, including invoices, required to be delivered to the other party pursuant to
this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:
National Association of County and City Health Officials
Attn: Ade Huttapea, L.L.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272, Fax (202) 783-1583
Email: ahuttapea@naccho.org

FOR SUBRECIPIENT:
Albany County Health Department
Attn: Shanna F. Witherspoon
Assistant Commissioner for Finance & Administration
175 Green St.
Albany, NY 12202
Tel. (518) 447-4584, Fax (518) 447-4698
Email: shanna.witherspoon@albanycountyny.gov

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

By: Jerome Chester

Name: Jerome Chester
Title: Chief Financial Officer
Date: Mar 20, 2018

SUBRECIPIENT:

By: ______________

Name: Philip F. Calderone, Esq.
Title: Deputy County Executive
Date: _______________________
Federal Tax ID No.: 14-6002563
DUNS No.: 06-053-6653
NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

SUBRECIPIENT AGREEMENT – ATTACHMENT I

NACCHO MH for Municipalities
January 15th, 2018 through June 30th, 2018

Scope of Work

- Assign at least one LHD staff person as designated lead/liaison to NACCHO MH for Municipalities project and provide contact information for the staff lead.
- Complete each phase of the Million Hearts for Municipalities toolkit from Module Overview through Module 4.
- Participation on the Million Hearts® in Municipalities Project Kick off Call to be held on January 30th, 2018 at 2:00 PM ET.
- Development of a community action plan containing your community’s selected Million Hearts® strategy(ies) that will be the basis for implementation.
- Participation in technical assistance calls, webinars and educational opportunities provided by NACCHO and CDC.
- Attendance on four webinars with other grantees to:
  1. Discuss and share knowledge/experience implementing Million Hearts® strategies (e.g., barriers, facilitators and process outcomes); and
  2. Share feedback on the utility of the Million Hearts® Toolkit modules.
- Participate in all project-related evaluation activities (e.g., pre-post assessments, progress/ process reporting, data collection and evaluation of technical assistance activities).
- Provide written progress updates on project-related activities in a format and timeline to be determined by NACCHO.
- Communicate challenges to NACCHO Staff in writing in a timely manner.
- Provide final report on the implementation process, barriers, facilitators and outcomes of implementing Million Hearts® 2022 strategies at the local level.
- Progress reporting must be submitted along with invoices and expenditure reports. Submission schedule is below:
  - Adhere to the sub-award invoicing and expenditure reporting timelines required:

<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Period of Performance, Invoice and Progress Reports</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice I</td>
<td>January 17th, 2018 - March 1st, 2018; NTE $6,000.00</td>
<td>March 15th, 2018</td>
</tr>
<tr>
<td>Invoice II</td>
<td>March 1st, 2018 – May 1st, 2018; NTE $6,250.00</td>
<td>May 15th, 2018</td>
</tr>
<tr>
<td>Interim Report</td>
<td>Progress Report covers May 1st – June 10th</td>
<td>June 15th, 2018</td>
</tr>
<tr>
<td>Invoice III</td>
<td>May 1st, 2018 – June 30th, 2018; Final progress report summary; NTE $6,250.00</td>
<td>June 30th, 2018</td>
</tr>
</tbody>
</table>
CERTIFICATION OF NON-DEBARTMENT OR SUSPENSION

By my signature I attest that _______ has not been debarred or suspended pursuant to 2 CFR 200 SUBPART C (200.208) and will not subcontract with parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 “Debarment and Suspension” and 2 CFR 180.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
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<tbody>
<tr>
<td></td>
<td>Deputy County Executive</td>
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<tr>
<th>ORGANIZATION</th>
<th>DATE SIGNED</th>
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<td></td>
<td>2/16/10</td>
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</table>
CERTIFICATION REGARDING LOBBYING WITH FEDERALLY APPROPRIATED FUNDS

Title 31, United States Code, Section 1352 entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federally appropriated funds forlobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement exceeding $100,000 in total costs must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

The undersigned is authorized to represent the contractor and certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
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| [Signature]

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<th>ORGANIZATION</th>
<th>DATE SIGNED</th>
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| [Organization]

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<tr>
<th>Deputy County Executive</th>
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2/18/18
CERTIFICATION REGARDING NON-APPLICABILITY OF 2 CFR 200 SUBPART F AUDIT
REQUIREMENT TO NACCHO CONTRACTORS/ SUB-RECIPIENTS

2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards), Subpart F, requires contractors/ sub-recipients to
adhere to the auditing requirements described in the Requirements. These requirements
do not apply to entities that receive less than $750,000 in federal direct or indirect
(including federal funds passed through a State) cooperative agreement or grant funds.

The undersigned is authorized to represent the contractor/ sub-recipient and certifies that
the contractor/sub-recipient has received and expects to receive less than $750,000 in
federal direct or indirect (including Federal funds passed through a State) cooperative
agreement or grant funds in the current fiscal year.

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<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
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<tr>
<td>[Signature]</td>
<td>Deputy County Executive</td>
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</table>

ORGANIZATION: [Organization Name]

DATE SIGNED: [Signature]
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

The Office of Management and Budget (OMB) has created a searchable, no-cost-publicly accessible website that includes the following information for each new federal award and/or first-tier subawards equal to or greater than $25,000. As of October 1, 2010, recipients of federal grants and contracts must comply with subrecipient reporting requirements under the Federal Funding Accountability and Transparency Act (P.L. 109-282).

NACCHO, as a recipient of federal funding, is required to collect the information below and input this information into the FFATA website (www.ffata.gov).

Please complete the information requested below and submit this form to:

Ade Ilatapea, LL.M., CFCCM
Lead Contracts Administrator
National Association of County & City Health Officials
1201 17th Street NW 4th Fl., Washington, DC 20005
Direct Line: (202) 507-4272
Email: ailatapea@naccho.org
www.naccho.org

Please answer the following questions:

1. Is the total value of this contract (including any option periods) expected to exceed $25,000.00?
   ○ Yes    □ No

2. If you answered Yes to Question 1, in the previous tax year, was your gross income from all sources greater than or equal to $300,000? (If you answered No to Question 1, you do not need to complete the remainder of this information request).
   ○ Yes    □ No

3. If you answered Yes to Question 1 and 2, please provide the following information below:

   Name of Entity:

   Address of Entity:

   Congressional District of Entity Location:

   Unique Identifier (DUNS #):

   CCR/Cage Code #: ___________________________ Applicable NAICS Code

   Award Title Describing Purpose:

   Amount of Award:
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

Funding Agency: ____________________________ CFDA #: ____________________________

Treasury account symbol (TAS) as reported in FPDS ____________________________

4. If you answered Yes to Questions 1 and 2, is 80% or more of your annual gross revenues from federal contracts, subcontracts, loans, grants, subcontracts and cooperative agreements?
   ○ Yes  ○ No

5. If you answered Yes to Question 4, do you have $25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, sub-grants, and cooperative agreements?
   ○ Yes  ○ No

6. If you answered Yes to Questions 4 and 5, is information about the compensation of Subcontractor executives available publicly through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78a(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? If Yes, please provide copies of the public filings providing such information.

   If no, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Subcontractor’s preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds $10,000. For more information, please see 17 CFR 229.402(a)(2).

   Names and total compensation of the five highest compensated officers of the entity:

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<th>NAME</th>
<th>COMPENSATION</th>
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</table>
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

Certification

I certify, on behalf of Subcontractor/Consultant that the information provided in response to this Information Request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of Subcontractor. Last, I certify that Subcontractor has been notified and is aware that the information provided in response to this Information Request will be made public.

Signature:

Philip F. Calderone
Name printed

Deputy County Executive
Title:

Date:

RESOLUTION NO. 60

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NACCHO) REGARDING THE MILLION HEARTS PROGRAM AND AMENDING THE 2018 DEPARTMENT OF HEALTH BUDGET

Introduced: 2/12/18
By Audit and Finance Committee:

WHEREAS, The Commissioner of the Department of Health has been notified of a grant award from the National Association of City and County Health Officials (NACCHO) regarding Million Hearts in Municipalities funding to enhance efforts to prevent cardiovascular disease and to implement community health strategies, and

WHEREAS, The Commissioner is seeking approval to apply for and accept the grant funding and enter into an agreement with NACCHO regarding this program, in an amount of $30,000, for a term commencing January 1, 2018 and ending June 30, 2018, and

WHEREAS, The Commissioner of the Department of Health has also requested a budget amendment in order to accept said funding, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is hereby authorized to enter into an agreement with NACCHO regarding the Million Hearts in Municipalities program for enhanced efforts to prevent cardiovascular disease and to implement community health strategies, in an amount not to exceed $30,000, for a term commencing January 1, 2018 and ending June 30, 2018, and be it further

RESOLVED, That the 2018 Department of Health Budget is hereby amended as follows:

Increase Revenue Account A1622 Local Public Health Grants by $30,000

Increase Appropriations Account A4010.4 by $30,000 by increasing line item A4010 4 4046 Fees for Services by $30,000

and, be it further

RESOLVED, That the Albany County Attorney is authorized to approve said amendment as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote. 2/12/18

CC: [Names]
January 4, 2019

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the February meeting of the Legislature. The Albany County Dept. of Health was recently notified of a grant award for a three year period, with the New York State, Dept. of Health for the Rabies Program. The grant award is $49,072 for each year. The Albany County Dept. of Health already budgeted $47,234 for 2019 and is requesting a budget amendment for the additional $1,838 and permission to contract with NYSDOH. The agreement will cover reimbursement for the cost of mandatory human rabies treatment, preparation and shipment of animal specimens, pet vaccination clinics, and education and prevention activities.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH  
Commissioner of Health

CC: Hon. Dennis Feeney, Majority Leader  
Hon. Frank A. Maura, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Minority Counsel

Enclosures
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to contract with NYSDOH for the Rabies Grant Program and amend the 2019 Health
Department budget.

Date: 01/04/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4695
Department Rep. Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☒ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Acceptance
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
NYS Department of Health
Empire State Plaza, Corning Tower
Albany, NY 12237

Additional Parties (Names_addresses):
Click or tap here to enter text.

Amount.Raise Schedule/Fee: $147,216
Scope of Services:
The agreement will cover the cost of mandatory human rabies treatment, collecting and submitting animal specimens for rabies testing, pet vaccination clinics and activities related to rabies education and prevention.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
Public Health Law 2140 through 2145, NYCRR Chapter 1 2.14, Chapter
Is there a Fiscal Impact: Yes ☑ No ☐
Anticipated in Current Budget: Yes ☐ No ☑

County Budget Accounts:
Revenue Account and Line: AA4010 04415
Revenue Amount: $1838
Appropriation Account and Line: AA4010 44023
Appropriation Amount: $1838

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 04/01/2019 - 03/31/2022
Length of Contract: 3 years

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Albany County Dept. of Health was recently notified of a grant award for a three year period, with the New York State, Dept. of Health for the Rabies Program. The grant award is $49,072 for each year. The Albany County Dept. of Health already budgeted $47,234 for 2019 and is requesting a budget amendment for the additional $1838 and permission to contract with NYSDOH. The agreement will cover reimbursement for the cost of mandatory human rabies treatment, preparation and shipment of animal specimens, pet vaccination clinics, and education and prevention activities.
November 2, 2018

Elizabeth Whalen
Commissioner
Albany County Department of Health
175 Green Street
Albany, NY 12202

Dear Ms. Whalen,

I am writing to inform you that Albany County has been selected for an award under the Rabies Program for the 4/1/19 – 3/31/22 period. The new contract number for your county is C33976GG, which must be used on all documents and communications regarding this contract. Your contract will be executed via the Grants Gateway. Please identify by return email the Grants Gateway Profile you will use for this contract no later than Monday, November 5, 2018.

Your estimated annual grant award for each year of this contract, starting April 1, 2019 through March 31, 2020, is $49,072.00. Your three-year total contract value is $147,216.00. Reimbursement is dependent on the actual number of human rabies treatments, specimens collected, pet vaccination clinics, and education and prevention activities, and cannot exceed the estimated allocation. Supporting documentation must accompany your request for reimbursement.

Final grant awards are contingent on the review and approval of the Office of the State Comptroller.

We look forward to working with you on the successful implementation of the project. If you have any questions, please call Kimberley Seward at (518) 473-4439.

Sincerely,

Kimberley Seward
Health Program Administrator I
Bureau of Communicable Disease Control
# Health Department 2019 Budget Amendment

## Appropriations

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
<tr>
<td>AA 4010 4 4023 000</td>
<td>Medical Supplies</td>
<td>$1,838.00</td>
<td>$ -</td>
<td>$319,838.00</td>
<td>Health</td>
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</tbody>
</table>

**TOTAL APPROPRIATIONS**

| | $1,838 | $0 |

## Estimated Revenues

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
<tr>
<td>AA 4010 0 4415</td>
<td>Rabies Grant</td>
<td>$ -</td>
<td>$1,838.00</td>
<td>$49,072.00</td>
<td>Health</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED REVENUES**

| | $ - | $1,838.00 |

**GRAND TOTALS**

| | $1,838.00 | $1,838.00 |