AGENDA

HEALTH COMMITTEE

SEPTEMBER 25, 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 FOR 2018: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “S” FOR 2018

3. LOCAL LAW NO. “E” FOR 2019: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, RESTRICTING THE SALE OF FLAVORED TOBACCO PRODUCTS

CURRENT BUSINESS:

4. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AGREEMENT WITH NEW YORK STATE OFFICE OF ALCOHOL AND SUBSTANCE ABUSE
5. AUTHORIZING A LEASE AGREEMENT WITH GENOA HEALTHCARE, LLC REGARDING THE PROVISION OF OUTPATIENT SERVICES LOCATED AT 175 GREEN STREET IN THE CITY OF ALBANY
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Health Committee of the Albany County Legislature met on August 28, 2019. Chairman R. Joyce, Messrs. Drake, Cahill, Domalewicz, Hogan, Mss. Lekakis, Willingham and McLean Lane were present. Mr. Ward 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 for 2018**: Public Hearing on Proposed Local Law No. “S” for 2018: After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.


5. Authorizing the renewal of a contract for Re-entry Services with the New York State Division of Criminal Justice Services: The Albany County Department of Mental Health has requested authorization to enter into an agreement with New York State Division of Criminal Justice Services (NYS DCJS) to accept grant funding regarding the County Re-Entry Task Force (CRTF) in the amount of $220,705 for the term commencing October 1, 2019 and ending September 30, 2020. The Deputy Director indicated that the CRTF provides rehabilitation, education, and case management services for inmates recently released from the state corrections system in order to reduce recidivism and promote quality of life. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing an agreement with the Homeless and Travelers Aid Society regarding Case Management Services for the County Re-entry Program: The
Albany County Department of Mental Health has requested authorization to enter into the second year of this multi-year agreement with the Homeless and Travelers Aid Society (HATAS) regarding a County Re-Entry Task Force to provide case management services for individuals being released from prison and participating in the County Re-Entry Program. The Deputy Director indicated that the term of the agreement shall commence on October 1, 2019 and end on September 30, 2020, in an amount not to exceed $130,000 and is fully funded by a grant received from the New York State Division of Criminal Justice Services. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Approving the Bylaws of the Albany County Community Services Board: The Albany County Community Services Board (ACCSB) is established under Article 41 of the New York State Mental Hygiene Law to advocate, foster, enable, and encourage preventative, intervention, and rehabilitative services for individuals with mental illness, developmental disabilities, and those suffering from alcoholism and substance abuse. The ACCSB, as well as the Subcommittees for Mental Health, Developmental Disabilities and Alcohol and Substance Abuse, reviews and monitors State and local services for affected individuals and have requested that the Bylaws of the ACCSB be amended in order to provide for a more efficient administration. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully Submitted,
THE HEALTH COMMITTEE

RAYMOND F. JOYCE, Chairperson
TODD A. DRAKE
CHARLES CAHILL JR.
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 Ms. McLean Lane:

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 Ms. McLean Lane

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
LOCAL LAW NO. “E” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK [PROHIBITING] RESTRICTING THE SALE OF FLAVORED TOBACCO PRODUCTS

Introduced: 3/11/19
By Messrs. Miller, Clay, Ms. Cunningham, Messrs. Cahill, Commissio, Frainier, Mss. McKnight, Willingham, Messrs. Mayo, Domalewicz, Mss. Lekakis, McLean Lane, Plotsky, Messrs. Reinhardt, R. Joyce, Simpson, Beston and Touchette:

BE IT ENACTED, by the Legislature of the County of Albany as Follows:

The Legislature of Albany County hereby finds and declares that:

Section 1: Findings and Intent

This Legislature finds that 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored. Flavored tobacco products promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. As tobacco companies well know, menthol, in particular, cools and numbs the throat to reduce throat irritation and make the smoke feel smoother, making menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a “graduation strategy” to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. It is therefore unsurprising that young people are much more likely than adults to use menthol-, candy- and fruit-flavored tobacco products, including not just cigarettes but also cigars[,] and cigarillos[, and hookah].

Tobacco use causes death and disease and continues to be an urgent public health threat as evidenced by the fact that every year 480,000 people die prematurely in the United States from smoking-related diseases and 28,000 people die prematurely from second hand smoke making tobacco use the leading cause of preventable death. Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths.

The 2018 National Youth Tobacco Survey cites research showing that youth and young adults identify flavors as a primary reason for e-cigarette use. Given the highly addictive nature of nicotine, it is not surprising that high school students who were current flavored e-cigarette users reported an increase in their frequency of vaping.
Some brands have particularly high levels of nicotine in that one single e-cigarette may contain as much nicotine as a pack of 20 cigarettes.

Much as youths disproportionately use flavored tobacco products, the same can be said of certain minority groups. According to the Food and Drug Administration (FDA), 85% of African American smokers, 44% of Hispanic smokers, 38% of Asian smokers and 28% of White smokers smoke menthol cigarettes. Native Americans, people who identify as LGBT, and young adults with mental health problems also have disproportionately high rates of smoking menthol cigarettes. Menthol products are more addictive, and both youth and racial/ethnic minorities find it harder to quit smoking menthol cigarettes.

According to the NAACP, “for decades, data has shown that the tobacco industry has successfully and intentionally marketed mentholated cigarettes to African Americans and particularly African American women as “replacement smokers”. The recognition of this harsh reality led the NAACP to adopt a unanimous resolution at their 2016 National Convention supporting state and local efforts to restrict the sale of menthol cigarettes and other flavored tobacco products.

Younger smokers are more likely than older smokers to try these products. When Congress enacted the FSPTCA, it found that the use of tobacco products by the nation’s children is a “pediatric disease of considerable proportions” that results in new generations of tobacco dependent children and adults.

Although the manufacture and distribution of flavored cigarettes (excluding menthol) are banned by federal law, neither federal law nor New York State law restricts the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigars, cigarillos, smokeless tobacco, [hookah,] electronic smoking devices and the solutions used in these devices.

According to the 2018 Surgeon General’s Advisory Regarding the E-cigarette Epidemic Among Youth, e-cigarettes entered the U.S. marketplace around 2007, and since 2014, they have been the most commonly used tobacco product among U.S. youth. E-cigarette use among U.S. middle and high school students increased 900% during 2011-2015. During the past year, current e-cigarette use increased 78% among high school students from 12% in 2017 to 21% in 2018. More than 3.6 million U.S. youth, including 1 in 5 high school students and 1 in 20 middle school students currently use e-cigarettes.

Also according to the Surgeon General, nicotine exposure during adolescence can harm the developing brain that continues to develop until about age 25. Nicotine exposure during adolescence can impact learning, memory, and attention. Using nicotine in adolescence can also increase the risk for future addiction to other drugs. In addition to nicotine, the aerosol that users inhale and exhale from e-cigarettes can
potentially expose both themselves and bystanders to other harmful substances including heavy metals, volatile organic compounds, and ultrafine particles that can be inhaled deeply into the lungs.

Since the industry will not reveal what chemicals are in the flavorings in the vapor products, it may be years before we know the full negative impact of the explosive increase the in use of e-cigarettes. Scientists have discovered that cinnamon, vanilla, and cherry flavors react with propylene glycol, a main ingredient in many vape juices, to create entirely new chemicals, according to a study published in the journal Nicotine & Tobacco Research. Oct 18, 2018.

The federal government’s National Institute on Drug Abuse reported that teen use of e-cigarettes soared in 2018. The survey, which polled 8th, 10th and 12th graders across the country, found the rise in nicotine vaping was the largest spike for any substance recorded by the study in 44 years.

Flavors appeal to youth and drive youth experimentation with tobacco products:
• Beyond improving palatability, perceptible flavor provides an avenue for youth marketing;
• Youth tobacco users typically begin with flavored products and, overall, use flavored products at higher rates than their older peers;

Flavored tobacco products promote youth tobacco initiation and drive young occasional smokers to daily smoking; Consumers incorrectly perceive flavored tobacco products to be less harmful:
• The presence of characterizing flavors signals product palatability, which incorrectly associated with lower relative harm, influencing consumer brand preference and use;
• Adolescents are more likely to believe that fruit and chocolate or other sweet flavors are less harmful than flavors like alcohol, tobacco, and spice flavors;
• Youth e-cigarette users perceive lower harm from flavored e-cigarettes than from unflavored e-cigarettes despite research documenting harmful constituents present in e-cigarette flavoring.
• The majority of youth who use tobacco choose flavored tobacco products;
• Price is a major factor impacting tobacco product initiation and cessation:
• The availability of inexpensive tobacco products leads to an increase in the number of smokers, particularly among younger populations;
• Lower priced cigars are among the products used as a substitute for cigarettes;
• Higher product prices lead to reduced smoking initiation among youth, reduced consumption among current tobacco users, and an increase in cessation with fewer relapses among former smokers.
E-cigarettes can also be used to deliver other drugs including marijuana. In 2016, one-third of U.S. middle and high school students who ever used e-cigarettes had used marijuana in e-cigarettes.

Albany County has a substantial and important interest in ensuring that existing state and local tobacco sales regulation is effectively enforced;

- Although it is unlawful to sell tobacco products to minors, 5 percent of New York retailers sold to minors between 2010 and 2012;
- A local tobacco retail licensing system will help ensure that tobacco sales comply with the Adolescent Tobacco Use Prevention Act, other tobacco control laws, and the business standards of Albany County;
- Licensing laws in other communities have been effective in reducing the number of illegal tobacco sales to minors;

A local licensing system for retailers of tobacco products, electronic cigarettes, and other products regulated by Article 13-F of New York State Public Health Law is necessary and appropriate for the public health, safety, and welfare of our residents;

Neither federal nor New York law restricts the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigarillos, cigars, smokeless tobacco, [shisha,] e-cigarettes or e-cigarette solutions. It is the intent of Albany County to implement effective measures through this Bill to restrict access to flavored iterations of these products, and thus reduce tobacco experimentation, promote successful cessation, and narrow tobacco-related health disparities; prevent the sale or distribution of contraband tobacco products, and facilitate the enforcement of tax laws and other applicable laws relating to tobacco products.

Section 2: Definitions

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

ACCESSORY means any product that is intended or reasonably expected to be used with or for the human consumption of a Tobacco Product or Electronic Aerosol Delivery System; does not contain tobacco and is not made or derived from tobacco; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, Constituents, or characteristics of a Tobacco Product or Electronic Aerosol Delivery System; or (2) is intended or reasonably expected to affect or maintain the performance, composition, Constituents, or characteristics of a Tobacco Product or Electronic Aerosol Delivery System but solely controls moisture and/or temperature of a stored Tobacco Product or Electronic Aerosol Delivery System
APPLICANT means an individual, partnership, Limited Liability Company, corporation, or other business entity seeking a Tobacco Retail License.

COMMISSIONER means the Commissioner of the Albany County Department of Health.

COMPONENT OR PART means any software or assembly of materials intended or reasonably expected: (1) to alter or affect the Tobacco Product's or Electronic Aerosol Delivery System's performance, composition, Constituents, or characteristics; or (2) to be used with or for the human consumption of a Tobacco Product or Electronic Aerosol Delivery System. Component or Part excludes any Constituent and any Accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software, rolling papers and flavorings for Tobacco Products or Electronic Aerosol Delivery Systems.

CONSTITUENT means any ingredient, substance, chemical or compound, other than tobacco, water, or reconstituted tobacco sheet, which is added by the manufacturer to a Covered Product during the processing, manufacture, or packing of the Covered Product. This term shall include smoke and aerosol constituent.

COVERED PRODUCT means a Tobacco Product, Electronic Aerosol Delivery System, or another product regulated by Article 13-F of the New York State Public Health Law.

DEPARTMENT means the Albany County Health Department.

ELECTRONIC AEROSOL DELIVERY SYSTEM means an electronic device that, when activated, produces an aerosol that may be inhaled, whether or not such aerosol contains nicotine. Electronic Aerosol Delivery System includes any Component or Part but not Accessory, and any liquid or other substance to be aerosolized, whether or not separately sold. Electronic Aerosol Delivery System does not include drugs, devices, or combination products authorized for sale by the state or U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

EMISSION means any substance, chemical, or compound released or produced during use of a Covered Product. This term shall include, but is not limited to, smoke, aerosol, saliva, sputum.

FLAVORED PRODUCT means any Covered Product containing a Constituent that imparts a Perceptible taste or aroma different from tobacco or produces an Emission or byproduct that imparts a Perceptible taste or aroma different from tobacco, either before or during use of the Covered Product. A Covered Product is presumed to be a
Flavored Product if a Tobacco Retailer, manufacturer, or a manufacturer's agent or employee has:

i. made a statement or claim directed to consumers or the public, whether expressed or implied, that the Covered Product, Emission, or byproduct of the Covered Product smells or tastes different from tobacco, or

ii. Taken action that would be reasonably expected to result in consumers receiving the message that the Covered Product, Emission, or byproduct of the Covered Product smells or tastes different from tobacco.

No product shall be determined to be a Flavored Product solely because of the use of additives or flavorings or the provision of ingredient information.

NEW TOBACCO RETAIL LICENSE means any Tobacco Retail License that is not a Renewed Tobacco Retail License.

PERSON means any natural person, company, corporation, firm, partnership, business, organization, or other legal entity.

PIPE TOBACCO means any tobacco which, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by, consumers as tobacco to be smoked in a pipe.

PERCEPTIBLE means perceivable by the sense of taste or smell.

PREMIUM CIGAR means a cigar that weighs more than 6 pounds per 1,000 cigars, and is wrapped in whole tobacco leaf, and has a retail price (after any discounts or coupons) of no less than $10 per cigar.

RENEWED TOBACCO RETAIL LICENSE means a Tobacco Retail License issued to an Applicant for the same location at which the Applicant possessed a valid Tobacco Retail License during the previous 12 months.

TOBACCO PRODUCT means any product made or derived from tobacco or which contains nicotine, marketed or sold for human consumption, whether consumption occurs through inhalation, or oral or dermal absorption. Tobacco Product includes any Component or Part, but not Accessory. Tobacco Product does not include drugs, devices, or combination products authorized for sale by the state or U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

TOBACCO RETAILER means a retailer licensed pursuant to this Bill.

TOBACCO RETAIL LICENSE means a license issued by the Department to a Person to engage in the retail sale in Albany County of a Covered Product.
SHISHA means any product made primarily of tobacco or other leaf, or any combination thereof, smoked or intended to be smoked in a hookah or water pipe.

Section 3: Requirement for Tobacco Retail License

(A)(1) No Person shall sell, offer for sale, or permit the sale of a Covered Product by retail within Albany County, without a valid Tobacco Retail License. A Tobacco Retail License is not required for a wholesale dealer who sells products to retail dealers for the purpose of resale only and does not sell a Covered Product directly to consumers.

(A)(2) Notwithstanding the requirements set forth in Section 3(A)(1), this Bill shall not apply to registered organizations pursuant to Title V-A of Article 33 of New York Public Health Law.

(B) A Tobacco Retail License issued pursuant to this Bill is nontransferable and nonassignable and valid only for the Applicant and the specific address indicated on the Tobacco Retail License. A separate Tobacco Retail License is required for each address where a Covered Product is sold or offered for sale. A change in business ownership or business address requires a New Tobacco Retail License.

Section 4: License Application and Application Fee

(A) An application for a New Tobacco Retail License or Renewed Tobacco Retail License shall be submitted to the Department in writing upon a form provided by the Department and shall contain information as required by the Department. The Department may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

(B) Each application for a Tobacco Retail License shall be accompanied by a nonrefundable application fee of $50, or as determined by the Commissioner.

(C) Upon the receipt of a completed application for a Tobacco Retail License and the application fee required by Section 4(B), the Department shall inspect the location at which tobacco sales are to be permitted. The Department may ask the Applicant to provide additional information that is reasonably related to the determination of whether a license may issue.

Section 5: Issuance of Licenses

(A) No Tobacco Retail License shall be issued to any seller of a Covered Product that is not in a fixed, permanent location.

(B) The issuance of a Tobacco Retail License pursuant to this Bill is done in Albany
County’s discretion and shall not confer upon licensee any property rights in the continued possession of such a license.

(C) The Department shall collect from the Applicant the Tobacco Retail License fee proscribed in Section 6 prior issuing the Tobacco Retail License.

(D) The Department may refuse to issue a Tobacco Retail License to an Applicant if it finds that one or more of the following bases for denial exists:

1. The information presented in the application is incomplete, inaccurate, false, or misleading;

2. The fee for the application has not been paid as required;

3. The Applicant does not possess valid certification of registration or licensure required by state or federal law for the sale of a Covered Product;

4. The Department has previously revoked a Tobacco Retail License issued under this Bill to the Applicant;

5. The Department has previously revoked a Tobacco Retail License issued under this Bill for the same address or location;

6. The Applicant has been found by a court of law or administrative body to have violated any federal, state, or local laws pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs, (b) the payment or collection of taxes on a Covered Product, (c) the display of a Covered Product or of health warnings pertaining to a Covered Product, or (d) the sale of a Covered Product;

7. The Applicant has not paid to Albany County outstanding fees, fines, penalties, or other charges owed to Albany County, including the fee for the Tobacco Retail License required by Section 6; or

8. The Department determines, in accordance with written criteria established to further the purposes of this Bill, that the Applicant is otherwise not fit to hold a Tobacco Retail License.

Section 6: License Term and Annual License Fee

(A) A Tobacco Retail License issued pursuant to this Bill shall be valid for no more than One year and shall expire on the thirty-first day of December of the calendar year for which it is issued. As set forth in Section 8, a Tobacco Retail License may be revoked for cause by the Department prior to its expiration for cause.
(B) The Department shall charge an annual Tobacco Retail License fee of $250 or as determined by the Commissioner.

(C) The Commissioner may discount the Tobacco Retail License fee required by Section 6(B) for an application received within ten [10] months of the expiration date.

(D) Beginning two years from the effective date of this Bill, the Department may, on an annual basis, modify the Tobacco Retail License fee required pursuant to Section 6(B). The Tobacco Retail License fee shall be calculated so as to recover the cost of administration and enforcement of this Bill, including, for example, issuing a license, administering the license program, hiring and training staff, identifying Flavored Products, retailer and community education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Bill. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

Section 7: License Display

(A) A Tobacco Retail License issued pursuant to this Bill shall be conspicuously displayed at the location where a Covered Product is sold so that it is readily visible to customers.

(B) Selling, offering for sale, or permitting the sale of any Covered Product without a valid Tobacco Retail License displayed in accordance with Section 7(A) constitutes a violation of this Bill.

Section 8: Sale of Flavored Products [Restricted] Prohibited

(A)(1) No Tobacco Retailer shall distribute without charge, sell, offer for sale, or possess with intent to sell, [offer for sale,] or distribute without charge a Flavored Product. This applies to remote transactions, including but not limited to internet or mail-order sale, by a Tobacco Retailer licensed pursuant to this law.

Exceptions:

i. The sale, offer for sale, or possession with intent to sell a Premium Cigar or Pipe Tobacco by a Tobacco Retailer that, as of July 8, 2019, operates as a retail tobacco businesses as defined by section 1399-n(7) of the public health law, does not permit entry to persons below age 21 years, and does not expand its size or change location on or after that date.

ii. The sale, offer for sale, or possession with intent to sell Shisha by a Tobacco Retailer solely for on-premises consumption, provided the Tobacco Retailer does not permit entry to persons below age 21 years, has been offering Shisha for sale for on-
premises consumption since at least July 8, 2019, and has not expanded its size or changed location on or after that date.

Section 9: Revocation of Licenses

(A) The Department may suspend or revoke a Tobacco Retail License issued pursuant to this Bill for violations of the terms and conditions of this Bill or for violation of any federal, state, or local law or regulation pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs, (b) the payment or collection of taxes on Covered Products, (c) the display of Covered Products or of health warnings pertaining to Covered Products, or (d) the sale of a Covered Product.

(B) The Department may revoke a Tobacco Retail License if the Department finds that one or more of the bases for denial of a license under Section 5 existed at the time application was made or at any time before the license issued.

Section 10: Violations and Enforcement

(A) The Department or its authorized designee(s) shall enforce the provisions of this Bill. The Department may conduct periodic inspections to ensure compliance with this Bill.

(B) In addition to the penalties provided for in Section 8, any Person found to be in violation of this Bill shall be liable for civil penalty of not more than $500 for the first violation, not more than $1000 for the second violation within a two-year period, and not more than $5000 but no less than $1500 for the third and each subsequent violation within a two-year period, or as determined by the Commissioner. Each day on which a violation occurs shall be considered a separate and distinct violation. These fines will be used for County anti-smoking/anti-vaping public health efforts.

Section 11: Rules and Regulations

The Department may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this Bill.

Section 12: Severability

The provisions of this Local Law E [Bill] are declared to be severable, and if any section of this law [Bill] is held to be invalid, such invalidity shall not affect the other provisions of this law [Bill] that can be given effect without the invalidated provision.

Section 13: Effective Date
The effective date of this ordinance shall be 120 days subsequent to its filing with
the Office of the Secretary of State.

Referred to Law and Health Committees - 3/11/19
Without Recommendation Law Committee - 6/24/19
Favorable Recommendation Health Committee – 6/26/19
Referred to Law and Health Committees – 7/8/19
September 4, 2019

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

Dear Chairman Joyce,

The Department of Mental Health is in receipt of a NYS OASAS Opioid Response Grant (Resolution # 237 June 2019) and requests permission for a budget amendment and contract authorization in the amount of $251,050. These funds will be utilized to develop outreach and engagement services in order to reach populations that have historically been difficult to engage (e.g., rural populations), build partnerships with the addiction provider community as well as with the general medical and emergency care systems to enhance treatment services countywide, provide community education, and improve overall access to resources for individuals with opioid use disorder. Additionally, these funds will be specifically utilized to enhance the ACCESS Hilltowns ability to respond to community need as it relates to providing addiction information, education and addiction services; and, will be utilized to develop a countywide opioid overdose survivor mobile follow-up program.

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. Feehey, 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 Authorization and Budget Amendment to accept $251,050 from NYS OASAS

Date: September 4, 2019
Submitted By: Kelle Roberts
Department: Mental Health
Title: Associate Director of Fiscal Operations
Phone: 518-447-2023
Department Rep. Attending Meeting: Dr. Stephen Giordano

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
☒ Revenue
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):
Research Foundation for Mental Hygiene, Inc. (for NYS OASAS)
150 Broadway, Suite 301
Menands, NY 12204-2726

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

Amount/Raise Schedule/Fee: $251,050
Scope of Services:
Provide outreach and engagement services for individuals with opioid use disorder.

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: A44310.04486
Revenue Amount: $251,050

Appropriation Account and Line: See Attached budget amendment
Appropriation Amount: $251,050

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

Term
Term: (Start and end date) 10/1/2019-9/29/2020
Length of Contract: 1 year

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: 237
Date of Adoption: 6/10/2019

Justification: (state briefly why legislative action is requested)
The Department of Mental Health is in receipt of a New York State OASAS Opioid Response Grant (Resolution #237) and requests permission for a budget amendment and contract authorization in the amount of $251,050. These funds will be utilized to develop outreach and engagement services in order to reach populations that have historically been difficult to engage (e.g. rural populations), build partnerships with the addiction provider community as well as with the general medical and emergency care systems to enhance treatment services countywide, provide community education, and improve overall access to resources for individuals with opioid use disorder. Additionally, these funds will be specifically utilized to enhance the ACCESS Hilltowns ability to respond to community needs as it relates to providing addiction information, education and addiction services; and, will be utilized to develop a countywide opioid overdose survivor mobile follow-up program.
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
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<td>A 4310 2</td>
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**TOTAL APPROPRIATIONS** $122,388.00

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<tr>
<th>ACCOUNT NO.</th>
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<th>DEPARTMENT NAME</th>
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**TOTAL ESTIMATED REVENUES** $122,388.00

**GRAND TOTALS** $122,388.00 $122,388.00
Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;INSTITUTION&quot;)</th>
<th>Name: Research Foundation for Mental Hygiene, Inc.</th>
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<tbody>
<tr>
<td>Address:</td>
<td>Riverview Center</td>
</tr>
<tr>
<td></td>
<td>150 Broadway, Suite 301</td>
</tr>
<tr>
<td></td>
<td>Menands, New York, 12204-2726</td>
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<table>
<thead>
<tr>
<th>Institution/Organization (&quot;SUBRECIPIENT&quot;)</th>
<th>Name: Albany County</th>
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<tbody>
<tr>
<td>Address:</td>
<td>112 State Street, Room 340</td>
</tr>
<tr>
<td></td>
<td>Albany, New York 12207-2024</td>
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<table>
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<th>Prime Award No.</th>
<th>CFDA No.</th>
<th>FAIN No.</th>
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<td>6H79T081718-01</td>
<td>93.788</td>
<td>H79T081718</td>
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For RFMH Use Only:

- New P.O. #
- Change P.O. #
- Total to be encumbered: $251,050
- Subaward first $25,000  
  $25,000
- Subaward above $25,000  
  $225,050

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<th>Awarding Agency</th>
<th>SAMHSA</th>
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</table>

<table>
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<th>Subaward Period of Performance</th>
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</thead>
<tbody>
<tr>
<td>Org/PTA</td>
<td>550 CO OASAS 1015335/1/27213</td>
</tr>
<tr>
<td>Principal Investigator</td>
<td>Constance Burke</td>
</tr>
<tr>
<td>Subrecipient Principal Investigator</td>
<td></td>
</tr>
</tbody>
</table>

**Project Title**: NYS OASAS SOR Supplemental

**Terms and Conditions**

1) Institution hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are as specified in Subrecipient's proposal dated as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and shall not be a representative of, or under management or control by, Institution. When hiring employees or engaging consultants, Subrecipient shall not incur a commitment to pay, nor shall it pay, individuals who are Research Foundation or New York State Department of Mental Hygiene (DMH) employees without prior approval from Institution.

2) Institution shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Institution's standard invoice or a facsimile thereof as shown in Attachment 6. Invoices and supporting documentation shall be submitted directly to the appropriate party's Financial Contact, as shown in Attachment 3A.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Institution's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Subrecipient.

5) Matters concerning the performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Reports are required as shown in Attachment 1.

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A and 3B. Any changes made to this subaward agreement will be in written agreement with each party's Authorized Official, as shown in Attachments 3A and 3B.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law. Subrecipient warrants that it presently maintains general liability and professional liability coverage of not less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate and agrees to maintain such coverage in effect throughout the term of this agreement. Each party agrees to provide each other with current certificates of insurance upon request.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Institution shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR Part 200, or 46 CFR Part 74 Appendix E, Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.

9) No-cost extensions require the approval of the Institution. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award as noted in Attachment 4, and other special terms and conditions, as identified in Attachments 1 and 2.

11) By signing below Subrecipient makes the certifications and assurances referenced in Attachments 1 and 2.

12) This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

<table>
<thead>
<tr>
<th>By an Authorized Official of INSTITUTION:</th>
<th>By an Authorized Official of SUBRECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert E. Burke, Managing Director</td>
<td>Tara Gabriel</td>
</tr>
</tbody>
</table>

Read and Acknowledged:

Principal Investigator
Constance Burke

Authorized Institutional Official
Version January 2018
September 4, 2019

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

Dear Chairman Joyce,

The Albany County Department of Mental Health (ACDMH) requests permission to enter into a lease agreement and a agreement for pharmacy services with Genoa Healthcare. Genoa Healthcare will serve ACDMH adult patients that are currently enrolled in its integrated behavioral health outpatient clinic located at 260 South Pearl Street and its Assertive Community Treatment (ACT) Team located at 175 Green Street. ACDMH’s outpatient clinic currently serves 750-800 and the ACT Team serves 48 patients living with serious and persistent mental health and/or addiction related challenges. The chronically mental ill do not often adhere to or follow up on medical advice, by having pharmacy services onsite ACDMH patients will have the option to utilize the pharmacy and receive their medications immediately. With an onsite pharmacy ACDMH patients will receive a team approach to their mental healthcare needs; clinicians will be assured that their patients will be able to follow up on receiving their proper medications directly. ACDMH will achieve the goal of providing the option of one stop shopping for our patient’s mental healthcare needs, allowing for ACDMH patients to meet their medication compliance goals. Genoa Healthcare onsite pharmacy services will provide ease of access that will increase medication adherence and improve overall clinical outcomes for ACDMH’s patients. Genoa Healthcare will be exclusively responsible for the renovation of the space needed for the pharmacy within the ACDMH building. There is no County share associated with this contract.

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. Mauro, Minority Leader
    Kevin Cannizzaro, Majority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to enter into a personal services contract and a lease agreement with GENOA HEALTHCARE, LLC for Pharmacy Services

Date: 8/27/19
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations analyst
Phone: 518-447-3014
Department Rep.
Attending Meeting: Dr. Stephen Giordano, Director

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)

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) Lease 576 square feet of space located at 175 Green St. to Genoa Healthcare, LLC for the purpose of running a Pharmacy for OMH clients.

Contract Terms/Conditions:

Party (Name/address):
Genoa Healthcare, LLC 707 S. Grady Way, Suite 700 Renton, WA 98057

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

Amount/Raise Schedule/Fee: $1,200 monthly lease when space is operational
Scope of Services: Genoa will lease space from Albany County when space is operational.

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: 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: Click or tap here to enter text.

Term
Term: (Start and end date) 10/1/2019-9/30/2022
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 Department of Mental Health (ACDMH) requests permission to enter into a lease agreement and a agreement for pharmacy services with Genoa Healthcare. Genoa Healthcare will serve ACDMH adult patients that are currently enrolled in its integrated behavioral health outpatient clinic located at 260 South Pearl Street and its Assertive Community Treatment (ACT) Team located at 175 Green Street. ACDMH’s outpatient clinic currently serves 750-800 and the ACT Team serves 48 patients living with serious and persistent mental health and/or addiction related challenges. The chronically mental ill do not often adhere to or follow up on medical advice; by having pharmacy services onsite ACDMH patients will be able to receive their medications immediately. With an onsite pharmacy ACDMH patients will receive a team approach to their mental healthcare needs; clinicians will be assured that their patients will be able to follow up on receiving their proper medications directly. ACDMH will achieve the goal of providing one stop shopping for our patient’s mental healthcare needs, allowing for all ACDMH patients to meet their compliance goals. Genoa Healthcare onsite pharmacy services will provide ease of access that will increase medication adherence and improve overall clinical outcomes for ACDMH’s patients that struggle with medication adherence. Genoa Healthcare will be exclusively responsible for the construction of the space needed for the pharmacy within the ACDMH building. Genoa Healthcare will also be completely responsible financially for any and all changes made to the building in conjunction with the project. There is no County share associated with this contract.
COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

RFP #2019-037

PHARMACY SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
PHARMACY SERVICES
ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH
RFP #2019-037

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

1.1 The County of Albany is seeking proposals for pharmacy services to serve adult patients currently enrolled in its integrated behavioral health outpatient clinic located at 260 South Pearl Street, Albany, New York and its Assertive Community Treatment Team, located at 175 Green Street, Albany, New York as requested by the Albany County Department of Mental Health (ACDMH).

1.2 ACDMH's outpatient clinic currently serves 750-800 patients living with serious and persistent mental health and/or addiction related challenges and is licensed by the NYS Office of Mental Health (OMH) and the NYS Office of Alcohol and Substance Abuse Services (OASAS). The Assertive Community Treatment Team is licensed by the NYS Office of Mental Health and serves 48 patients also living with serious mental illness and or addiction challenges. The majority of patients are receiving pharmacotherapy in addition to counseling, therapy and support services to address their behavioral health challenges. Many patients are also living with complex co-morbid physical health challenges requiring adjunctive medical care. Pharmacy services that are easily assessable are needed to increase medication adherence and thus improve overall clinical outcomes for a patient cohort that typically struggles with medication adherence due to the complex nature of their illnesses.

1.3 ACDMH seeks a proposer who is experienced in the provision of pharmacy services to behavioral health populations. The proposer should have experience developing and operating a pharmacy service that addresses the unique needs of this population. It is expected that the proposer will provide all aspects of this project necessary to operate a fully functional independent pharmacy. This will include but not be limited to i) identify and and develop a space to operate a pharmacy ii) hire and maintain professionally competent and duly licensed pharmacists to operate the program, and iii) develop a

RFP1
comprehensive plan that will meet the requirements of the NYS Board of Pharmacy and the NYS Office of Mental Health.

1.4 A PRE-PROPOSAL CONFERENCE WILL BE HELD ON TUESDAY, FEBRUARY 26, 2019 AT 1:00 P.M. AT THE MENTAL HEALTH DEPARTMENT, 175 GREEN STREET, ALBANY, NY 12202 IN THE BASEMENT CONFERENCE ROOM A. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday, March 8, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, New York 12207

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer’s qualifications, understanding of the County’s scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by the Albany County Department of Mental Health (ACDMH).

RFP2
2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

3.2 Identify your firm’s professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm’s experience with behavioral health clinic pharmacy services.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The Albany County Department of Mental Health Department (ACDMH) is requesting that the following scope of services be satisfactorily addressed by the proposer:

   i) The proposer will identify and propose a satisfactory space in/ or in close proximity to 260 South Pear Street to construct the pharmacy and will develop and submit comprehensive design plans detailing the physical interface between the pharmacy services and the clinic services.

   ii) The proposer will build out the designated space to meet all design specifications.
iii) The proposer will hire and maintain professionally competent and duly licensed pharmacist staff necessary for the operation of the pharmacy during the hours of clinic operation Monday – Friday.

iv) The proposer will accept referrals from the ACDMH integrated outpatient clinic and Assertive Community Treatment Team and provide pharmacy services for patients expressing no pharmacy preference in order to increase customer convenience and thus improve medication adherence rates.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for three (3) years from the date of a fully executed contract.

5.2 At the end of the initial three year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Detail the fee structure for the Proposal.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:

SECTION 1:
Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.
SECTION II:
Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:
References - The References section must include references from similar type projects.

SECTION IV:
Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service.

SECTION V:
Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer’s plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of Mental Health. Proposals shall be evaluated based upon the following:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience serving the behavioral health population</td>
<td>40%</td>
</tr>
<tr>
<td>Experience with developing a behavioral health pharmacy</td>
<td>35%</td>
</tr>
<tr>
<td>Demonstrated understanding of NYS system of care</td>
<td>15%</td>
</tr>
<tr>
<td>References from past customers/business associates</td>
<td>10%</td>
</tr>
</tbody>
</table>
8.3 Proposals will be examined and evaluated by the Albany County Department of Mental Health (ACDMH) with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

SECTION 9: Not used

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycounty.ny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

RFP6
SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) Worker’s Compensation and Employer’s Liability Insurance: A policy or policies providing protection for Employees in the event of job related injuries.

(b) Automobile Liability Insurance: A policy or policies of insurance 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.
(c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance 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>

(d) **Professional Liability Insurance:** A policy or policies with limits not less than $1,000,000.

15.2 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. **Proposal number must appear on insurance certificate.**

(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.

15.3 No work shall be commenced under the contract until the successful Proposer 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 successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer 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 successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

**SECTION 16: REMEDY FOR BREACH**

16.1 In the event of a breach by CONTRACTOR, 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 own costs incurred in procuring a substitute contractor.
SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer 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 their 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 No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBrice Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBRID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

   a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

   b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation,
to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR’s compliance with this Article.

20.3 TERMINATION

a. Upon the COUNTY’S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of $100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.

RFP11
21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

21.3 In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: Not used

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor’s proposal.
SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor 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 whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement
setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Section not in use

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder’s own liability. Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment “E”).

SECTION 28: Not used
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: PHARMACY SERVICES
RFP Number: 2019-037

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County’s Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

   (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

       Date

       Number

       (receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

   (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

   CP1
(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Proposal:

(a) Non-Collusive Bidding Certificate (Attachment “A”)

(b) Acknowledgment by Bidder (Attachment “B”)

(c) Vendor Responsibility Questionnaire (Attachment “C”)

(d) Iranian Energy Divestment Certification (Attachment “D”)

7. Communication concerning this Proposal shall be addressed to:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Phone: ____________________________________________________________

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:
Title: PHARMACY SERVICES
RFP Number: 2019-037

COMPANY: ____________________________
ADDRESS: ____________________________
CITY, STATE, ZIP: _______________________
TEL. NO.: ____________________________
FAX NO.: ____________________________
FEDERAL TAX ID NO.: __________________
REPRESENTATIVE: _______________________
E-MAIL: ______________________________
SIGNATURE AND TITLE ________________

DATE ____________________
A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph “A” above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph “A” of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

____________________________
Signature

____________________________
Title

____________________________
Date

____________________________
Company Name
ATTACHMENT “B”
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ____________________________ )
COUNTY OF ___________________________ ) SS.: 

On this ______ day of ____________________, 20___, before me personally appeared _______________________, to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

____________________________
Notary Public, State of

Qualified in ____________________________

Commission Expires ________________

If Corporation:

STATE OF ____________________________ )
COUNTY OF ___________________________ ) SS.: 

On this ______ day of ____________________, 20___, before me personally appeared _______________________, to me known, who, being by me sworn, did say that he resides at (give address) _________________________________; that he is the (give title) _________________________________ of the (name of corporation) ________________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

____________________________
Notary Public, State of

Qualified in ____________________________

Commission Expires ________________

If Partnership:

STATE OF ____________________________ )
COUNTY OF ___________________________ ) SS.: 

On the ______ day of ____________________, 20___, before me personally came _______________________, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of ________________________________ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

____________________________
Notary Public, State of

Qualified in ____________________________

Commission Expires ________________
ATTACHMENT “C”  
ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:  
☐ PRIME CONTRACTOR

2. VENDOR’S LEGAL BUSINESS NAME

3. IDENTIFICATION NUMBERS
   a) FEIN #
   b) DUNS #

4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

7. TELEPHONE NUMBER

8. FAX NUMBER

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE  
   IN NEW YORK STATE, if different from above

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE
   Name
   Title
   Telephone Number
   Fax Number
   e-mail

13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.
   a) NAME
   TITLE
   b) NAME
   TITLE
   c) NAME
   TITLE
   d) NAME
   TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were in use. Explain the relationship to the vendor. 
   ☐ Yes ☐ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   a) An elected or appointed public official or officer? 
   List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service
   ☐ Yes ☐ No

   b) An officer of any political party organization in Albany County, whether paid or unpaid?  
   List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.
   ☐ Yes ☐ No
### Question 16: Within the past (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate or any person involved in the bidding or contracting process:

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</td>
<td></td>
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<tr>
<td>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</td>
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<tr>
<td>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</td>
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<tr>
<td>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</td>
<td></td>
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<tr>
<td>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</td>
<td></td>
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</tr>
<tr>
<td>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</td>
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<tr>
<td>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</td>
<td></td>
<td></td>
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<tr>
<td>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. federal, state or local health laws, rules or regulations.</td>
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### Question 17: In the past three (3) years, has the vendor or its affiliates had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?

<table>
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<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”**

### Question 18: During the past three (3) years, has the vendor failed to:

<table>
<thead>
<tr>
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<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>a) file returns or pay any applicable federal, state or city taxes? <strong>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</strong></td>
<td></td>
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</tr>
<tr>
<td>b) file returns or pay New York State unemployment insurance? <strong>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</strong></td>
<td></td>
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<tr>
<td>c) Property Tax <strong>Indicate the years the vendor failed to file.</strong></td>
<td></td>
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### Question 19: Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates, within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?

<table>
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<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
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</table>

**Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.**

### Question 20: Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? Provide financial information to support the vendor’s current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation.

|   | Yes | No |
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

   a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

State of: )
) ss:
County of: )

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business __________________________

Address __________________________

City, State, Zip __________________________

Signature of Owner __________________________

Printed Name of Signatory __________________________

Title __________________________

Sworn before me this _____ day of ______________, 20___:

Notary Public __________________________

Printed Name __________________________

Signature __________________________

Date __________________________
Attachment “D”
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

___________________________
Signature

___________________________
Title

___________________________
Date

___________________________
Company Name
Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A - General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County’s SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: ____________________________________________

Address: __________________________________________________________

____________________________________________________________________

Phone Number(s): _________________________________________________

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) [include any activities that have the potential to generate or prevent pollution and/or affect water quality]:

____________________________________________________________________

Description of where the work is to be performed within Albany County facilities:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Signature

Printed Name

Title

Date
PROFESSIONAL SERVICES AGREEMENT

Between

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

And

GENOA HEALTHCARE, LLC

This Professional Services Agreement (the “Agreement”) is made as of September 1, 2019 (the “Effective Date”), by and between Albany County Department of Mental Health, a New York not-for-profit corporation (“ACDMH”) and Genoa Healthcare, LLC, a Pennsylvania limited liability company (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. ACDMH is located at 175 Green Street, Albany, NY 12202 (the “Facility”) and provides professional behavioral and mental health services.

B. Contractor is engaged in the business of establishing and providing pharmacy and related services at various healthcare facilities.

C. Contractor desires to provide such services as described in Exhibit A attached hereto and incorporated herein (the “Contractor Services”) to ACDMH; and ACDMH desires that Contractor provide the Contractor Services.

D. ACDMH and Contractor have negotiated this Agreement at arm’s length and have entered into a lease agreement (the “Lease”) of even date hereof, or shall enter into the Lease as otherwise permitted in this Agreement, also negotiated at arm’s length and at fair market value, pursuant to which Contractor is leasing the Premises (as defined in the Lease) from ACDMH in which Contractor shall perform the Contractor Services.

E. The Parties wish to set forth the terms and conditions upon which Contractor shall provide the Contractor Services as more specifically described herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

1. Obligations of Contractor.

1.1 Duties. Contractor shall provide the Contractor Services to ACDMH patients.

1.2 Standard of Practice. Contractor and Contractor’s employees and independent contractors (“Contractor Personnel”) shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.
2. **Obligations of ACDMH.**

2.1 **Reservation.** ACDMH and Contractor acknowledge and agree that ACDMH’s patients are free to utilize the pharmacy or pharmacies of their choice for the fulfillment of prescriptions written by ACDMH staff. However, ACDMH believes that Contractor provides a superior level of pharmacy care for ACDMH’s patients and therefore uses Contractor for pharmacy services where ACDMH patients express that they have no pharmacy preference.

2.2 **Data.** Upon execution of this Agreement, ACDMH shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the medication needs of the population served by ACDMH. ACDMH agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor. Further, ACDMH shall program Contractor as the first selection in any e-prescribing or drop down boxes related to pharmacy selection, in accordance with the electronic medical record system or other electronic prescribing system utilized by ACDMH.

2.3 **Covenant.** ACDMH promises that during the term of this Agreement, and for two (2) years after expiration or termination of this Agreement, ACDMH will not enter into any agreement with a party who provides on-site pharmacy services that are substantially the same as the Contractor Services. The Parties hereby acknowledge and agree that the violation of this restrictive covenant will severely damage Contractor’s business. Therefore, the Parties agree that Contractor is entitled to injunctive relief against ACDMH upon any breach of this covenant, without the necessity of posting any bond in cash or otherwise.

2.4 **Media.** ACDMH shall endeavor to notify Contractor either verbally and/or in writing prior to any press and/or media releases being issued that specifically reference Contractor.

3. **Contingency of Services and Lease.** The Parties agree that execution of this Agreement is contingent upon execution of the Lease, and it is the intent of the Parties that this Agreement and the Lease be executed simultaneously. In the event the Parties cannot execute this Agreement and the Lease simultaneously, then this Agreement and the Lease shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Agreement and the Lease are executed within two (2) days of the execution of the other.

4. **Term.** Subject to the termination provisions set forth in Section 11 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the “Initial Term”) and shall be coterminous with the term of the Lease. If the Lease has not been terminated as provided in Section 11 of this Agreement by the end of the Initial Term or by the end of any Renewal Term, as defined herein, or allowed to expire by either Party at the end of such Term or Renewal Term, then this Agreement shall automatically renew for an additional two (2) year term (each a “Renewal Term”, and collectively with the Initial Term, the “Term”) immediately following the end of the then expiring term under the same terms and conditions set forth herein.
5. **Relationship of the Parties.** Except as otherwise set forth in this Agreement, the relationship created by this Agreement between ACDMH and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between ACDMH and Contractor.

6. **Compliance with Applicable Law.**

6.1 **General Compliance.** ACDMH and Contractor shall comply with all applicable state and federal laws, including, without limitation, all applicable nondiscrimination, worker’s compensation, occupational disease, and occupational health and safety laws, statutes, regulations, and ordinances, including, without limitation, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, the Social Security Act, and any laws relating to the environment or to hazardous materials or substances as defined in such laws, as any or all of the same may be amended or supplemented from time to time (and with any and all laws enacted to replace or succeed such laws).

6.2 **Compliance with Healthcare Laws.** ACDMH and Contractor hereby covenant that in performing their respective obligations under this Agreement, they will, and will cause their respective Affiliates to, comply in all material respects with all applicable statutes, regulations, rules, orders, ordinances and other laws of any governmental entity to which this Agreement, the parties’ obligations under this Agreement, and the obligations of their respective Affiliates contemplated by this Agreement, are subject with respect to healthcare regulatory matters (including, without limitation, Sections 1128, 1128A and 1128B(b) of the Social Security Act, as amended, 42 U.S.C. § § 1320a-7, 1320a-7a and 1320a-7b(b), commonly referred to as the "Medicare and Medicaid Exclusion Statute," the "Civil Money Penalties Statute," and the "Federal Anti-Kickback Statute," respectively, and 31 U.S.C. § 3729, as amended, the statute commonly referred to as the "Federal False Claims Act," and all statutes and regulations related to the possession, distribution, maintenance and documentation of controlled substances) ("Healthcare Laws"). ACDMH and Contractor hereby represent and warrant that, to their best knowledge, no circumstances currently exist which can reasonably be expected to result in material violations of any Healthcare Law by either party in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement.

6.3 **HIPAA Compliance.** In connection with the provision of the Contractor Services under this Agreement, ACDMH and Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”).
7. **Indemnification and Hold Harmless.** Each Party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party and such other Party’s shareholders, directors, members, managers, officers, employees, agents and representatives (the “**Indemnified Party**”), from any third-party liability, damage, loss, cost, including reasonable attorneys’ fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement. Except with respect to indemnity for damages arising from third-party claims as provided herein, neither Party shall have any liability to the other for special, incidental or consequential damages under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

8. **Liability Insurance.**

8.1 **Coverage.** Contractor shall maintain professional liability insurance covering Contractor’s performance of Contractor Services under this Agreement in the amount of $1,000,000 per occurrence and $3,000,000 in the aggregate annually.

8.2 **Evidence of Coverage.** As evidence that Contractor has obtained the insurance coverage required by this Agreement, Contractor shall furnish a certificate of insurance to ACDMH within a reasonable period of time following receipt of a written request from ACDMH.

8.3 **General Liability Insurance.** ACDMH shall maintain general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor.

9. **Confidentiality.**

9.1 **Confidential Information.** ACDMH and Contractor shall not disclose, orally or in writing, to any person other than their respective members, shareholders, directors, managers, officers, employees, agents, advisors or affiliates (collectively, the “**Representatives**”), or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other Party furnished directly or indirectly by such other Party (collectively, the “**Confidential Information**”) without the prior written consent of the other Party. As used in this Agreement, Confidential Information does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving Party); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the Party hereeto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

9.2 The obligations and covenants of Section 9.1 of this Agreement shall survive termination or expiration of this Agreement for a period of three years.

10. **Consideration.**
10.1 **Monthly Fee.** During the Initial Term, ACDMH shall pay Contractor the fee set forth on Exhibit B, attached hereto and incorporated herein. Commencing forty-five (45) days before the expiration of the Initial Term and of each subsequent Renewal Term, Contractor and ACDMH shall renegotiate such fees for the forthcoming Renewal Term. The Parties acknowledge and agree that such consideration, which is derived from the values of personnel salaries, benefits, direct costs, and overhead attributable to such Contractor Services, represents fair market value payment for the Contractor Services.

10.2 **Invoice and Payment.** Contractor shall submit to ACDMH, by the tenth (10th) day of the month, an invoice for the preceding month’s Contractor Services. ACDMH shall pay the above-specified consideration which shall be tendered by the twenty-fifth (25th) day of the month after the month in which the Contractor Services were provided. Late payments shall accrue interest at the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate permitted under applicable law.

11. **Termination.**

11.1 **Termination of Lease.** Upon expiration or termination of the Lease for any reason, Contractor shall have the right to terminate this Agreement upon written notice to ACDMH specifying the date of such termination.

11.2 **Termination without Cause.** Either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Agreement is terminated by either Party within the first year of the Initial Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Agreement was executed.

11.3 **Termination for Cause.** If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

12. **Records Disclosure.** This Agreement is subject to regulations promulgated by the Center for Medicare and Medicaid Services implementing § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. § 1395x(v)(1)(I). Each Party agrees that, until the expiration of four (4) years after the furnishing of the Contractor Services pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (the “Secretary”) or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents, and records that are necessary to verify the nature and extent of the costs of such Contractor Services. If either Party carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such Contractor Services pursuant to such subcontract, the related organization shall make available,
upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such Contractor Services.

13. **Dispute Resolution.** In the event of any arbitral dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, the Parties shall meet and confer in good faith to attempt to resolve such dispute, controversy or claim without initiating an adversarial proceeding. Should such attempts at resolution prove unsuccessful within a reasonable period after the meeting of the Parties, any dispute, controversy, or claim arising under this Agreement shall be settled exclusively by arbitration conducted in Albany, New York by a single arbitrator selected by the Parties in accordance with the then effective arbitration rules of the American Arbitration Association and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The Parties acknowledge that mediation usually helps Parties to settle their dispute. Therefore, any Party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the Parties may agree. The fees and expenses of the arbitration or mediation shall be borne equally by the Parties.

The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. The provisions of this Section 13 shall survive the termination of this Agreement. Notwithstanding any provision in this Agreement to the contrary, either Party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Also notwithstanding any provision herein to the contrary, either Party (without waiving any remedy under this Agreement), in addition to any remedies at law or in equity to which the non-breaching Party may be entitled, shall be entitled to seek from any court having jurisdiction emergency, interim or provisional relief claimed as necessary to protect the rights, property or other interests of that Party pending the establishment of the arbitration tribunal and rendering of the arbitration award, including, without limitation, in the event of a breach by a Party of any of its duties or obligations pursuant to Section 9 of this Agreement.

14. **Miscellaneous.**

14.1 **Entire Agreement.** This Agreement, with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the Parties relating to the subject matter of this Agreement. All exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

14.2 **Amendment.** This Agreement may be amended or modified only by a written agreement signed by the Parties or their duly authorized representatives.

14.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.
14.4 **Severability.** The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law.

14.5 **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

14.6 **Waiver.** A waiver shall only be effective if in writing and signed by the Party against whom such waiver is asserted. The waiver by any of the Parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14.7 **Notices.** All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third (3rd) business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service, to the following addresses:

Albany County Department of Mental Health  
Attention: Stephen J. Giordano, Ph.D., Director  
175 Green Street  
Albany, NY 12202  
Phone: (518) 447-4537  
Fax: (518) 447-4577

Genoa Healthcare, LLC  
Attention: General Counsel  
707 S. Grady Way  
Suite 700  
Renton, WA 98057  
Phone: 253-218-0830  
Fax: 253-218-0835

Either Party may change the address to which notices are to be sent to the other Party by giving notice in the manner provided herein.

***************

**IN WITNESS WHEREOF,** the Parties hereto have entered into this Agreement as of the Effective Date.

Albany County Department of Mental Health  
By:  
Its: Director

Genoa Healthcare, LLC  
By:  
Its: Chief Executive Officer
EXHIBIT A

List of Contractor Services

1. Contractor shall provide pharmacy services to ACDMH clients.

2. Contractor Services shall be implemented according to an implementation schedule and, therefore, all services may not be available immediately. The management of special programs, such as sample management, or other indigent care programs will be available, if applicable, approximately 90 days after the first prescription is filled.

3. Contractor shall provide duly qualified and licensed pharmacists (the "Pharmacists") as reasonably necessary to operate the Pharmacy on a day-to-day basis as determined by Contractor in Contractor's sole discretion.
   a. Contractor shall follow, and shall ensure that the Pharmacists follow, all state of New York policies and procedures.
   b. Contractor Services shall include, but shall not be limited to:
      i. dispensing medications in accordance with prescriptions written by licensed practitioners;
      ii. billing patients and third party payors for medications dispensed;
      iii. acting as liaison with pharmaceutical representatives;
      iv. consulting with ACDMH staff and ACDMH patients' medical charts as needed regarding patients' questions and concerns related to medications prescribed;
      v. maintenance and retention of Contractor-owned records pertinent to this Agreement pursuant to applicable regulatory retention standards;
      vi. purchasing all supplies reasonably needed to operate the pharmacy as determined by Contractor in Contractor's discretion;
      vii. disposal of medications, excluding controlled substances, in accordance with applicable laws and regulations;
      viii. complete, or assist in the completion of, requests for medication prior authorization from third-party payors;
      ix. assist ACDMH in maintaining a perpetual inventory of ACDMH's sample medications;
x. to the extent permitted by the New York Board of Pharmacy, serve as ACDMH’s agent, [and as the agent for the properly authorized prescribers,] in connection with the storage and dispensing of sample medications;

xi. for sites requiring Medication Administration Records ("MAR"), Contractor would provide the documents monthly or weekly depending on the need (additional fee may apply);

xii. provide consultant pharmacist services as specified in Exhibit C, attached hereto and incorporated into this Agreement, subject to the fee schedule in Exhibit B to this Agreement.

c. Contractor shall provide the Contractor Services on a schedule to be mutually agreed upon by the Parties.
EXHIBIT B

Fees

1) Consulting Pharmacist Fees:

a) Contractor shall bill ACDMH for consultant pharmacist services at a rate of $75.00 per hour. Charges shall include time spent by the pharmacist preparing reports, inspecting facilities, attending meetings, collecting information, and developing policies for ACDMH. Contractor shall not bill ACDMH for the consultant pharmacist’s periodic telephone consultations. Except as otherwise set forth in this Agreement, these rates may be adjusted annually by Contractor, but not by more than 5% per year without renegotiation.

b) There are no separate fees for consulting with ACDMH staff or individual patients about medications.
EXHIBIT C

Pharmacy Consultant Services

Contractor shall at the written request of ACDMH:

a. Provide a consulting pharmacist to the ACDMH’s Crisis Stabilization Unit for the purpose of monitoring the Unit Medication Room and the Emergency Drug Box on a monthly basis. The consultant pharmacist shall issue a monthly report on the findings.

b. Provide a consulting pharmacist to participate and implement the decisions of the ACDMH’s Pharmacy & Therapeutics Committee.

c. Provide a consulting pharmacist to review of issues related to the procurement, receipt storage, ordering, dispensing, and administration of medications within the ACDMH.

d. Provide a consulting pharmacist to institute and maintain a Pharmacy Quality Improvement Program consistent with applicable Joint Commission standards.

e. Provide a consulting pharmacist to conduct Pharmacy In-service Education based on needs of the ACDMH staff, and problems identified through quality improvement activities, and other sources, as applicable.

f. Provide a consulting pharmacist to perform quarterly inspections of medication storage in residential programs.

g. Provide a consulting pharmacist to aid in the review and implementation of ACDMH’s Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.

h. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.
Genoa Healthcare, LLC
707 S. Grady Way
Suite 700
Renton, WA 98057
ATTENTION: General Counsel

To Whom It May Concern:

Please be advised that I hereby designate Genoa Healthcare, LLC, a Pennsylvania limited liability company, to serve as my agent for the purpose of storing and dispensing samples, and assisting with Prior Authorizations (PA) within the Community Mental Health Center ("ACDMH") operated by Albany County Department of Mental Health, at 175 Green Street, Albany, NY 12202. As my agent, Genoa Healthcare, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me, effective immediately, upon prior written notice of termination to Genoa Healthcare, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,

______________________________________________
Signature of Medical Director

Name: ________________________________________ Title: ______________________________

Agreed to and accepted this ____ day of ____________, 2019.