



# Health & Human Services Committee

Tuesday, October 29, 2024 3PM

40 McMaster Street, Ballston Spa, NY

**Chair:** Diana Edwards

**Members:** Joe Grasso VC, John Lant, Ian Murray,  
Scott Ostrander, Tom Richardson, Angela Thompson

## Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the October 1, 2024 meeting
- III. Authorizing an agreement with Presentation Concepts Corporation (PCC) to provide an AV system for Department of Health conference room – Daniel Kuhles, Public Health
- IV. Michael Prezioso, Mental Health & Addiction
  - a. Amending Resolution 293-2021, authorizing amendments to Mental Health Contracts to include a state funded stipend for supported housing beds, and amending the 2024 County budget in relation thereto.
  - b. Amending the 2024 County budget to reappropriate \$123,044 in expenses from the fund balance to the Department of Mental Health and Addiction Services.
  - c. Authorizing a three year contract with Televox, inc. for an automated appointment management system for the Department of Mental Health and Addiction Services.
  - d. Authorizing a renewal agreement with TenEleven group, inc. for support of an electronic health record system for the Department of Mental Health and Addiction Services.
- V. Patrick Maxwell, Social Services
  - a. Accepting New York State Shelter Arrears Eviction Foreclosure Program funds from the Office of Temporary and Disability Assistance and amending the 2024 County budget in relation thereto.
  - b. Accepting Code Blue Allocations from the Office of Temporary and Disability Assistance, and authorizing an agreement with Shelters of Saratoga Inc. for the operation of the Code Blue Shelter.
  - c. Accepting a Behavioral Health Consultation Grant from the Office of Children and Family Services and amending an agreement with ECS Psychological Services, P.C.
  - d. Authorizing a renewal agreement with Together For Youth, Inc. for the operation of the Enhanced Stepping Stones Program.
- VI. Other Business
- VII. Adjournment



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Health

**DATE:** 10/18/2024

**COMMITTEE:** Health & Human Services

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with Presentation Concepts Corporation (PCC) to provide Saratoga County Department of Health with an AV system for conference room.

3. Specific Details on what the resolution will authorize:

A contract with Presentation Concepts Corporation (PCC) in the amount of \$18,975.00 for upgrades to the Department of Health conference room to include audio, video and control equipment, including installation.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

a. G/L line impacted A.40.000-8190

b. Budget year impacted 2024

c. Details

Funds for this contract are available from the Public Health Infrastructure grant.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation RFP

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

24-RFP-DOHAVU-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Tom Hayes, Presentation Concepts Corporation, 6517 Basile Rowe, East Syracuse, NY 13057

e. Is the vendor/contractor an LLC, PLLC, or partnership: Corporation

f. State of vendor/contractor organization: New York

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

N/A

Purchasing Office Consulted

Yes

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:



## Saratoga County



### **Request for Proposal 24-RFP-DOHAVU-1**

### **Audiovisual System Upgrades**

Prepared by Tom Hayes  
September 26, 2024



### **Executive Summary**

Presentation Concepts Corporation (PCC) would like to thank Saratoga County for the opportunity to participate in RFP 24-RFP-DOHAVU-1. PCC is excited to submit this response. We look forward to the opportunity to work with the County and demonstrate our AV Systems installation skills and capabilities.

PCC has demonstrated our technical competence through our industry and manufacturer specific certifications and industry knowledge/experience. We can demonstrate past performance of managing and executing projects of this nature with similar scope in government facilities. PCC is experienced in installing all equipment specified in our proposal, along with a deep knowledge and understanding of most technology manufacturers on the market today.

Founded in 1997, PCC has been in business for 27 years. We have an AVIXA Certified CTS-D Design Engineer on staff to oversee this project, perform design verification, and commission the project. We also have an AVIXA Certified CTS-I Project Manager on staff to oversee the installation of the project and ensure it is installed according to industry standards. We also have multiple Extron certified ECS/ECP technicians on staff that can be assigned to this project.

Thank you,

Tom Hayes  
Vice President of Business Development and Co-Owner



## Company Profile

Presentation Concepts Corporation, founded in 1997, is a leading Technology Systems Integrator specializing in audiovisual, performance audio, commercial sound systems and facility wide communication technologies. Based in Syracuse, NY, PCC customizes presentation, communication and collaboration systems and solutions for business, education, public safety, government, military, healthcare, sports and entertainment and museums. PCC operates as a full-service Design/Build firm to customers across Upstate New York providing fully integrated solutions consisting of system design and engineering, equipment procurement, project management, system installation and integration, programming, client training, on-site service and remote help desk management and maintenance support services.

We design and install integrated workspaces and create communication environments that make it easier for our customers to share ideas, improve communication, streamline problem solving, boost productivity, collaborate at peak levels with their team members in remote offices, and connect with their customers and suppliers.

Our services include fixed and portable installations for meeting rooms, boardrooms, conference rooms, customer experience centers, large group instruction rooms, distance learning rooms, patient examination rooms, operating rooms, classrooms, lecture halls, auditoriums, gymnasiums, cafeterias, athletic fields, amphitheatres, airports, sports stadiums, shopping malls, hospitals, transportation centers, courts, law offices, police stations, fire departments, 911 command-control and emergency management centers.

Areas of specialization: Interactive Touch Technology ~ Presentation Systems ~ Collaboration Technology ~ Integrated Video Technology ~ Performance Audio ~ Commercial Sound ~ Public Address & Paging Systems ~ Network Readiness & Support ~ Lecture Capture ~ Telemedicine ~ Digital Signage and Emergency Messaging ~ Touch Panel Control Systems ~ IP Video Surveillance Systems ~ Digital Clocks

Service Coverage Area: Syracuse, Binghamton, Rochester, Buffalo and Albany, PCC covers the State of New York; except for New York City.

PCC's Core Services:

- Equipment sales & procurement
- Room Design & Systems Needs assessment
- Engineering and CAD services for design/build projects with architects & GC's
- Programming of control systems
- Fabrication of racks and systems
- Cabling, labeling, and harnessing
- Delivery, Set up, Installation & Systems Integration
- Project management
- Final testing and commissioning
- Training services
- On-site service and repair system
- Emergency service response
- AV Managed Services
- AV Equipment Financing

6517 Basile Rowe East Syracuse, NY 13057  
Toll Free (888) 262-7596 | Phone (315) 437-1314 | Fax: (315) 437-0110  
Email: [Sales@pccav.com](mailto:Sales@pccav.com) | [www.pccav.com](http://www.pccav.com)





### **Project Relevant Certifications**

- Company Holds AVIXA APEX Certification
- AVIXA CTS-D Design Engineer on Staff
- PCC Lead Technicians hold AVIXA CTS-I Certifications
- All PCC Technicians hold AVIXA CTS (Certified Technical Specialist) certifications
- Crestron DMC-E-4K, Digital Media Engineer
- PCC Lead Technicians hold Extron ECS Control Specialist Certifications
- PCC Lead Technicians hold Extron ECP Control Professional Certifications
- All PCC Technicians hold Extron AV Associates Certifications
- PCC Engineering & Technicians hold various Crestron Certifications
- All PCC Technicians Certified in various manufacturers for Audio DSP
- PCC is a Chief Certified Partner
- PCC is Bi-Amp TesiraForte/Audia/VoIP Certified



### PCC Project References

- 1. Agency:** Saratoga County Board of Supervisors  
**Contact:** Eileen Bennett - (518) 884-4760  
**Project Description:** Designed and implemented a large-scale AV and discussion system to the Board of Supervisors and Committee Rooms. The system consists of multiple displays, cameras, microphones, control panels, and streaming solutions.  
**Length of Project Schedule:** Approximately 3 weeks.
- 2. Agency:** Onondaga County EMS  
**Contact:** Daniel Wears - (315) 435-2525  
**Project Description:** Designed and implemented an audio-conferencing system to the Emergency Operations Center. The audio-conferencing system was integrated to an existing audiovisual system that had previously been designed and installed by PCC.  
**Length of Project Schedule:** Approximately 1 week.
- 3. Agency:** Sidney Federal Credit Union  
**Contact:** Noel Goodspeed - (607) 561-7312  
**Project Description:** Designed and implemented a large AV an audio/video conferencing system for the Boardroom. The system consists of multiple displays, a local audio system, touch panel control system, and a camera and microphone system for remote meetings/recording.  
**Length of Project Schedule:** Approximately 2 weeks.
- 4. Agency:** Oswego Hospital  
**Contact:** Jeremy Lambert (315) 349-5905  
**Project Description:** Designed and implemented a large AV an audio/video conferencing system for the Boardroom. The system consists of multiple displays, a local audio system, touch panel control system and a multi-camera and microphone system for remote meetings/recording.  
**Length of Project Schedule:** Approximately 2 weeks.



## Scope of Work

Price: \$18,975.00

Overview: This proposal is to provide Saratoga County Department of Health with a new AV system for their conference room.

General: All existing AV equipment will be removed by PCC and turned over to the customer. All new AV equipment will be installed in a 10-space laminate AV rack with front door in the front right corner of the room. The customer may want to consider putting this rack on a desk or shelf.

Video System: On the front wall of the room we will provide and install a 75" commercial grade 4K on a tiltable wall mount. We will provide the following sources for use with the new display:

- Barco Clickshare C-10 wireless presentation system. System includes two buttons, button tray, and two USC C to A adapters.
- HDMI laptop connection on top of the new AV rack.

Audio System: We will provide and install two in-ceiling speakers. The speakers will always play audio from whatever is on the 75" display.

Video Conferencing System: On the front wall of the room, beneath the display, we will install an AI powered auto-framing digital PTZ camera. This camera is intended to capture the conference table area. We will also install two hanging ceiling microphones. The camera and ceiling microphones will connect to the OFE laptop via USB 3.0. This will allow for the camera/mics to be used with PC based conferencing, streaming, and recording applications. No conferencing or recording applications are included in this quote. Camera control will be done via the camera's remote.

Control System: We will provide, install, and program a new 7" tabletop style touch panel controller (black) on top of the new rack. This will give end users control of system on/off, program audio volume, and ceiling mic audio gain.

Customer Responsibility, including but not limited to:

- All AC Power, all existing or new AC power outlets are assumed to be 120V, 20 amp rated.
- All Network (internet) Connectivity
- Provide PC/laptop with HDMI and USB 3.0 connectivity

**INDEMNITY AND INSURANCE AGREEMENT**

IT IS HEREBY AGREED by Presentation Concepts Corporation, the PROFESSIONAL, as follows:

**INSURANCE**  
**PROFESSIONAL'S LIABILITY INSURANCE**

The Professional shall purchase and maintain such insurance as will protect him from claims as set forth below, which may arise out of or result from the Professional's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone employed by any of them or anyone for whose acts the Professional may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Professional, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. The County must be named and included as an additional insured under the Professional's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Professional's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Professional's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Professional shall require his subcontractor's to procure and to maintain during the life of his subcontract Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Professional's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon Professional's obligation to indemnify the COUNTY.


**Attorney's Approval**

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

**HOLD HARMLESS**

The Professional shall, to the fullest extent permitted by law, at all times indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Professional, any person employed by the Professional, or anyone for whom the Professional is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the PROFESSIONAL has set its hand this 23<sup>rd</sup> day of September, 2024.

SIGNATURE   
NAME & TITLE Tom Hayes, VP Business Development + Co-Owner

**CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

*[Please Check One]*

**BIDDER'S CERTIFICATION**

- By submission of this bid or 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: September 23, 2024.

STATE OF New York )  
  ) ss.:  
COUNTY OF Onondaga

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

*[Handwritten Signature]*  
Signature

Tom Hayes  
Printed Name

VP of Business Development & Co-Owner  
Title

Subscribed and sworn to before me this 23<sup>rd</sup>  
day of September, 2024.

*Danielle Hershey*  
Notary Public

DANIELLE M HERSHEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01HE64094444  
Qualified in Onondaga County  
Commission Expires September 28, 2028

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(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."

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: September 23, 2024,

[Signature] \_\_\_\_\_ Vice President of Business Development  
Signature Title Co-Owner

STATE OF New York )  
 ) ss:  
COUNTY OF Onondaga )

Subscribed to and sworn before me this 23<sup>rd</sup> day of September, 20 24  
by Thomas Hayes (name of signer).

[Signature] \_\_\_\_\_  
Notary Public

DANIELLE M HERSHEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01H564094444  
Qualified in Onondaga County  
Commission Expires September 28, 2028

**CERTIFICATION OF COMPLIANCE FOR THE  
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-1 of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

*[Please Check One]*

**BIDDER'S CERTIFICATION**

- 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
  
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: \_\_\_\_\_

Dated: September 23, 2024.

STATE OF New York  
COUNTY OF Oranodaga ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

[Handwritten Signature]  
Signature

Tom Hayes  
Printed Name

VP of Business Development & Co-Owner  
Title

Subscribed and sworn to before me this 23rd  
day of September, 2024.

Danielle Hershey  
Notary Public

DANIELLE M HERSHEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01H564094444  
Qualified in Onondaga County  
Commission Expires September 28, 2028

**VENDOR INFORMATION**  
**FOR THE COUNTY OF SARATOGA**

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Presentation Concepts Corporation

Address 6517 Basile Rowe, East Syracuse, NY 13057

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Corporation

Is your business a Disadvantaged Business Enterprise (DBE)? Yes  No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)?  No - Woman

Does your business have a small business status?  No

Any other business status, please provide information: —

Provide the name of the Certifying Entity (ties): —

Have you conducted business with the County before?  No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: \_\_\_\_\_

How did you discover this Bid opportunity? —

Do you use the Empire State Municipal Purchasing Group Website (BidNet)?  No

If Yes, do you find it useful (explain) or if No, why? —

---

---

---

---

**Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.**

Thank you.





**DEPARTMENT OF  
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTY.NY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

---

ADDENDUM #1  
AUDIO-VISUAL SYSTEM UPGRADES  
24-RFP-DOHAVU-1

This addendum includes vendor questions submitted for the Audio-Visual System Upgrades RFP.

JOHN T. WARMT  
Director of Purchasing  
September 23, 2024

*J. A.* 9/24/2024

VENDOR SUBMITTED QUESTIONS:

What is the ceiling height and type? (e.g. Drop ceiling, drywall, open concrete) The ceiling is 9'7" to the drop ceiling tiles.

1. Do you have any pictures of the room you can send us? To better assist you, you can schedule a time to see the room.
2. Are you asking for wired or wireless video conferencing? wireless
  - a. It looks like you are requesting Barco Clickshare for wireless presentation, please confirm if you are requesting the presentation only model, or the presentation + video conferencing model -presentation only model
  - b. Please confirm how many wireless presentation buttons you would like- 2 buttons, button tray and 2 USC C to A adapters
3. Please confirm we can provide a different ceiling microphone type, such as a single unit that will cover the room. The single unit will likely attach to a drop ceiling grid, or can be hung via pipe or thin cable depending on the ceiling height and type. As long as it covers the entire room.
4. Please confirm we may provide a non-metal AV rack as metal can interfere with the wireless presentation system. Non-metal rack is fine.
5. Please provide a list of existing equipment you would like removed. Hanging TV monitor and mount
  - a. Please provide details about where the equipment needs to be turned over to the customer. Equipment to be handed over to us at listed DOH address
6. I need clarification on answers 2 and 2a as they are mutually exclusive. If you would like wireless web/video conferencing (via USB 3.0 button) then the Presentation + Video Conferencing unit is required. Please see the links below for more information on each model.
  1. Presentation Only requires wired USB connection to laptop at rack or table - [ClickShare C-10 - Wireless conferencing & collaboration - Barco](#)
  2. Presentation + Web/Video Conferencing (USB 3.0 Button provides connection to camera and microphones for web conferencing and presentations) - [ClickShare CX-30 - Wireless conferencing & collaboration - Barco](#)

If you choose Option 1 please provide the location of the USB connection to your laptop/PC (e.g. Rack or table). we don't have a preference for which system we would like to use. We would like wireless conferencing with the preference to connect at the rack and at the table if possible.

 9/24/2024



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Mental Health and Addiction Services

**DATE:** 10/23/2024

**COMMITTEE:** Health & Human Services

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

2024-25 Supported Housing Stipend

3. Specific Details on what the resolution will authorize:

The Office of Mental Health (OMH) 2024 state aid letter amendment #8, issued September 20, 2024, indicates that, effective 4/1/24, a stipend of \$624 per bed was added to 57 supported housing beds. The 4/1/24-12/31/24 value of this increase is \$26,676.

The resolution will authorize budget amendments for two service providers. Rise Housing and Support Services, Inc. has 51 beds, for an increase of \$23,868. Rehabilitation Support Services, Inc. has 6 beds, for an increase of \$2,808.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.43-3491	MH Supported Housing	\$26,676

Expense

Account Number	Account Name	Amount
A.43.441-8726.078	Transitional Services SH	\$23,868
A.43.441-8732.078	Rehab Supp Services SH	\$2,808

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

The budget will be amended to accept these funds and authorize the related expenses

- G/L line impacted **see above**
- Budget year impacted **2024**
- Details  
This is 100% OMH state aid.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted  
N/A

Purchasing Office Consulted  
N/A

8. Is a grant being accepted:  YES or  NO

- a. Source of grant funding:  
State
- b. Agency granting funds:  
OMH
- c. Amount of grant:  
\$26,676
- d. Purpose grant will be used for:  
Supported housing beds
- e. Equipment and/or services being purchased with the grant:  
This is a stipend to supplement the cost of supported housing beds.
- f. Time period grant covers:  
4/1/24-12/31/24
- g. Amount of county matching funds:  
N/A
- h. Administrative fee to County:  
N/A

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Resolution 296-2021

10. Remarks:

None of the increases are above the 10% contract threshold authorized by Resolution 296-2021, which allows the committee to accept additional funds from the State of New York in support of the services provided by our agencies without further amendment. A letter signed by the Commissioner and Countersigned by the Agency detailing the increase in state aid is sufficient to document and effectuate the increases as set forth in the original contract.



# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION 95 - 2023

Introduced by Health and Human Services: Supervisors Barrett, Lant, Ostrander, Richardson, Schopf, Wood and Wright

### AMENDING RESOLUTION 296-2021, AUTHORIZING AMENDMENTS TO MENTAL HEALTH CONTRACTS TO INCLUDE A STATE-FUNDED ~~FULL MARKET RATE~~ STIPEND FOR SUPPORTED HOUSING BEDS, AND AMENDING THE ~~2023~~ **2024** COUNTY BUDGET IN RELATION THERETO

WHEREAS, Resolution 296-2021, as amended by Resolution 74-2022, 75-2022, 201-2022, 200-2022, ~~and~~ 76-2023, ~~and~~ **95-2023**, authorized ongoing contracts for mental health services, subject to State appropriations therefor; and

WHEREAS, Resolution 296-2021 further authorized the Health and Human Services Committee to accept additional grant funds from the State of New York in support of the Services to be rendered by the contracting agencies listed in Resolution 296-2021, provided the additional grant funds did not exceed 10% of the contract amounts set forth in Resolution 296-2021; and

WHEREAS, additional funds have become available from New York State Office of Mental Health (“OMH”) in the amount of ~~\$45,144~~ **\$26,676**, for a ~~full market rate stipend of \$1,056~~ **\$624** per bed stipend for fifty seven (57) supported housing beds, effective April 1, ~~2023~~ **2024**, allocated to the following mental health service providers contractually retained pursuant to Resolution 296-2021:

<u>PROVIDER</u>	<u>AMOUNT</u>
Rise Housing and Support Services, Inc.	<del>\$ 40,392</del> <b>\$23,868</b>
Rehabilitation Support Services, Inc.	<del>\$—4,752</del> <b>\$2,808</b>

; and

WHEREAS, our Health and Human Services Committee has authorized the acceptance of the forgoing additional grant funds in the amount of ~~\$45,144~~ **\$26,676**, which additional grant funds do not exceed 10% of the contract amounts set forth in Resolution 296-2021; and

WHEREAS, the acceptance of these additional funds requires an amendment to the ~~2023~~ **2024** County Budget; now, therefore, be it

**RESOLVED**, that the Chair of the Board **and/or the Commissioner of Mental Health and Addiction Services** is hereby authorized to execute any agreements and documents necessary to accept additional funding awarded by OMH in the amount of ~~\$45,144~~ **\$26,676**; and it is further

**RESOLVED**, that the form and content of said documents shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that Resolution 296-2021 is hereby amended to increase the authorized contract amount listed above, and the terms and provisions of Resolution 296-2021 not inconsistent with this Resolution shall remain in full force and effect; and it is further

**RESOLVED**, that the ~~2023~~-**2024** Saratoga County Budget is amended as follows:

MENTAL HEALTH AND ADDICTION SERVICES

Increase Revenues:

A.43-3491	Support Housing	<del>\$ 41,184</del>	\$26,676
<del>A.43 3469</del>	<del>MH RIV</del>	<del>\$ 3,960</del>	
		<del>\$ 45,144</del>	

Increase Appropriations

A.43.441-8726.078	Transitional Services SH	<del>\$ 36,432</del>	\$23,868
<del>A.43.441 8726.200</del>	<del>Transitional Services Association RF</del>	<del>\$ 3,960</del>	
A.43.441-8732.078	Rehabilitation Support Services SH	<del>\$ 4,752</del>	\$2,808
		<del>\$ 45,144</del>	\$26,676

; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT:** The budget will be amended to accept these funds and authorize the related expenses.

~~April 18, 2023 Regular Meeting~~

~~Motion to Adopt: Supervisor Hammond~~

~~Second: Supervisor Lant~~

~~AYES (194259): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Matthew E. Veitch (14245.5), John Lawler (8208), John Lant (17361).~~

~~ABSENT (41251): Jean Raymond (1333), Michael Smith (3525), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Edward D. Kinowski (9022).~~





**SARATOGA COUNTY BOARD OF SUPERVISORS**

**RESOLUTION 296 - 2021**

**Introduced by Supervisors O’Connor, Barrett, Connolly, Grasso, Lant, Winney and Wood**

**AUTHORIZING ONGOING MENTAL HEALTH CONTRACTS FOR 2022 - 2024**

**WHEREAS**, the Community Services Board assists our Commissioner of Mental Health and Addiction Services in administrating the County’s many varied mental health programs; and

**WHEREAS**, contracts with certain mental health service providers will expire on December 31, 2021; and

**WHEREAS**, our Health and Human Services Committee has recommended that said expiring contracts be renewed for a term of three years; now, therefore, be it

**RESOLVED**, that the Chair of the Board is authorized to execute renewal agreements for a term of three years commencing on January 1, 2022 and terminating on December 31, 2024 with the following agencies to provide for the indicated funding per year for their services, subject to State appropriations therefor:

<u>ORGANIZATION</u>	<u>TOTAL</u>	<u>FUNDING LINE</u>
Albany Diocesan School Board aka/Roman Catholic Diocese of Albany	\$ 37,304	NYS OASAS-\$27,849 Saratoga County-\$9,455
The Alcohol and Substance Abuse Prevention Council of Saratoga, Inc.	\$ 683,931	NYS OASAS-\$658,151 Saratoga County-\$25,780
Captain Community Human Services Corp.	\$ 41,301	NYS OMH - \$30,836 Saratoga County- \$10,465
Center for Disability Services, Inc. aka/United Cerebral Palsy of the Tri-Counties, Inc.	\$ 10,264	Saratoga County-\$10,264
Community, Work and Independence, Inc.	\$ 8,646	NYS OMH-\$8,646
Franklin Community Center, Inc.	\$ 75,932	NYS OASAS - \$56,687 Saratoga County-\$19,245

Mechanicville Area Community Services Center, Inc.	\$ 14,992	NYS OMH-\$10,084 NYS OASAS-\$1,486 Saratoga County-\$3,422
Unity House of Troy, Inc.	\$ 14,039	NYS OMH-\$14,039
Northeast Parent and Child Society, Inc.	\$ 12,961	NYS OMH-\$12,961
Rehabilitation Support Services, Inc.	\$ 132,018	NYS OMH-\$132,018
Saratoga Bridges, NYS Association for Retarded Citizens, Inc., Saratoga County Chapter	\$ 64,311	NYS OMH-\$8,544 Saratoga County-\$55,767
Saratoga Center for the Family, Inc.	\$ 18,705	NYS OMH-\$7,620 Saratoga County-\$11,085
Shelters of Saratoga, Inc.	\$ 52,003	NYS OMH-\$38,823 Saratoga County-\$13,180
Rise Housing and Support Services, Inc.	\$1,481,506	NYS OMH-\$1,215,739 NYS OASAS-\$265,767
Unlimited Possibilities, Inc. d/b/a Unlimited Potential	\$ 716,389	NYS OMH-\$679,966 Saratoga County-\$36,423

and, be it further

**RESOLVED**, that the Health and Human Services Committee is hereby authorized to accept additional grant funds from the State of New York in support of the services provided by the foregoing agencies in an amount not to exceed 10% of amounts stated above per year; and be it further

**RESOLVED**, that each renewal agreement authorized herein shall provide that the amount stated above may be increased by up to 10% per year of said amount to include additional State grant funding received for the services provided by the agency without further amendment; and, be it further

**RESOLVED**, that the form and content of such contracts shall be subject to the approval of the County Attorney; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT:** Funding for these contracts has been placed in the 2022 Tentative Budget.



Attachment A
Funding Source Allocation Table
County Code: 46 County Name: Saratoga
Year: 2024 Amendment: 8 - 9/20/2024 12:41:34 PM

Table header with columns: Funding Source, Code, Type, Prior Letter Allocation, Allocation Changes Since Prior Letter, Revised Current Fiscal Year Allocation, Annualized Value from Prior Letter, Annualized Value Changes from Prior Letter, Fiscal Year Revised Annualized Value, Beds

Remarks

An increase of \$921 represents 3 quarters (4/1/24 to 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$307 and the full annual value is \$1,228.

Table row: Clinical Infrastructure-Adult, 039P, GS, \$48,818, \$0, \$48,818, \$49,156, \$0, \$49,156

Remarks

An increase of \$1,018 represents 3 quarters (4/1/24 to 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$339 and the full annual value is \$1,356.

Table row: Innovative Psychiatric Rehabilitation, 039Q, GS, \$124,415, \$0, \$124,415, \$125,280, \$0, \$125,280

Remarks

An increase of \$2,595 represents 3 quarters (4/1/24 to 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$865 and the full annual value is \$3,460.

Table row: Clinical Infrastructure-C&F, 046A, GS, \$75,797, \$0, \$75,797, \$76,324, \$0, \$76,324

Remarks

An increase of \$1,581 represents 3 quarters (4/1/24 through 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$527 and the annual value is \$2,108.

Table row: Emergency Services C&F, 046G, GS, \$0, \$0, \$0, \$0, \$0, \$0
Table row: Community Support Programs-C&F, 046L, GS, \$19,592, \$0, \$19,592, \$19,728, \$0, \$19,728

Remarks

An increase of \$408 represents 3 quarters (4/1/24 through 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$136 and the full annual value is \$544.

Table row: Supported Housing, 078, GS, \$901,603, \$26,676, \$928,279, \$907,659, \$35,568, \$943,227, 57





**Attachment A**  
**Funding Source Allocation Table**  
**County Code: 46 County Name: Saratoga**  
**Year: 2024 Amendment: 8 - 9/20/2024 12:41:34 PM**

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
-----------------------	-------------	-------------	--------------------------------	--	---	---	---	---	-------------

**Remarks**



A \$624 per bed stipend increase is being applied to 57 Standard SH beds in Saratoga County, effective 4/1/24. The 4/1/24 - 12/31/24 value of this increase is \$26,676. The full annual value of this increase is \$35,568.

An increase of \$425 per bed is being applied to 57 Standard SH beds in Saratoga county and represents a 2.84% COLA, effective 4/1/24. The 4/1/24 - 12/31/24 value of this increase \$18,169. The full annual value of this increase is \$24,225.

Allocations amounting to \$40 are being added in 2024 to bring funding to the SH model rate. A total 2024 allocation of \$883,434 represents 57 SH beds at \$14,962 per bed and a \$60 bed RTS enhancement for 51 beds.

Effective 1/1/24, 5 beds and \$74,810 are being moved from FSC 200C to FSC 078.

Trans. Mgmt. Kendra's	170B	GS	\$15,577	\$0	\$15,577	\$15,684	\$0	\$15,684	
-----------------------	------	----	----------	-----	----------	----------	-----	----------	--

**Remarks**

An increase of \$325 represents 3 quarters (4/1/24 through 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$108 and the full annual value is \$432.

MGP Admin Kendra's	170C	GS	\$6,324	\$0	\$6,324	\$6,368	\$0	\$6,368	
--------------------	------	----	---------	-----	---------	---------	-----	---------	--

**Remarks**

An increase of \$132 represents 3 quarters (4/1/24 through 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$44 and the full annual value is \$176.

Com. Reinvestment	200	GS	\$762,196	\$0	\$762,196	\$767,496	\$0	\$767,496	
-------------------	-----	----	-----------	-----	-----------	-----------	-----	-----------	--

**Remarks**

An increase of \$15,896 represents 3 quarters (4/1/24 - 12/31/24) of the approved 2.84% COLA increase for fiscal year 2024, effective 4/1/24. The quarterly value is \$5,299 and the full annual value is \$21,196.

Supported Housing - Workforce RIV	200C	GS	\$0	\$0	\$0	\$0	\$0	\$0	
-----------------------------------	------	----	-----	-----	-----	-----	-----	-----	--



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Mental Health and Addiction Services

**DATE:** 10/21/2024

**COMMITTEE:** Health & Human Services

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amending the budget for the Department of Mental Health & Addiction Services to cover the cost of restoration services.

3. Specific Details on what the resolution will authorize:

This resolution will authorize the transfer of \$123,044 from the Fund Balance to A.43.436-8491 to cover the cost of care maintenance, services and/or examination of a patient placed in a State of New York Office of Mental Health facility pursuant to orders of County Criminal Courts and/or County Family Courts for September, October, and November of 2024. These are NYS mandated charges that Counties are obligated to pay.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted Yes

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
A.43.436-8491	New York State Charges	\$123,044

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$123,044

5. Identify Budget Impact (**Required**):

Other
-------

a. G/L line impacted A.43.436-8491

b. Budget year impacted 2024

c. Details

"The budget will be amended to increase expenses and decrease fund balance by \$123,044."

Services are \$1,352.13/day. September and November costs will be \$40,563.90 and October will be \$41,916.03.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted  
N/A

Purchasing Office Consulted  
N/A

8. Is a grant being accepted:  YES or  NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:





Office of  
Mental Health

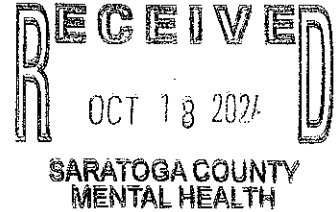
KATHY HOCHUL  
Governor

ANN MARIE T. SULLIVAN, M.D.  
Commissioner

MOIRA TASHJIAN, MPA  
Executive Deputy Commissioner

October 9, 2024

Thilini Perera  
Saratoga County Mental Health Clinic  
135 South Broadway  
Saratoga Springs, NY 12866



Dear Thilini Perera:

Subject: Criminal Court Order and/or Family Court Order and/or  
§508 Correction Law Admission Cases

OMH Reference: 41 SF 09/2024

Enclosed is your billing for the September 2024 billing period\*. The net amount due is \$40,563.90. Please note that payments associated with these billings should not be claims for State Aid reimbursement.


The enclosures include a detailed bill listing, copies of the individual bills, and copies of court orders and/or admission papers, etc., on cases where such documents have not previously been submitted.

The county's check for \$40,563.90 should be made payable to NYS Office of Mental Health and addressed to:

NYS Office of Mental Health  
44 Holland Ave  
1<sup>st</sup> Fl Finance  
Albany, NY 12229

If you have any questions or need additional information, I can be reached at (518) 473-3478 or [omh.sm.Finance.CriminalOrderBilling@omh.ny.gov](mailto:omh.sm.Finance.CriminalOrderBilling@omh.ny.gov).

Best Regards,

  
Aimee DiLiberto  
Bureau of Reimbursement Operations

\* Please note that some dates of service billed may be outside the current calendar month.

Enclosures



2/15/22

# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION 76-2022

Introduced by Supervisors ~~Barrett, Butler, Connolly, Edwards, Lant, Schopf and Wood~~

### AMENDING THE 2024 COUNTY BUDGET TO REAPPROPRIATE \$123,044,200 IN EXPENSES AND REVENUES FROM THE FUND BALANCE TO UNDER THE DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

WHEREAS, ~~Resolution 272-2021 authorized the acceptance of a donation from Metabolic Fitness of Clifton Park for the Saratoga County Suicide Prevention Coalition to purchase supplies and educational materials and to pay costs associated with guest speakers.~~ New York State Mental Hygiene Law 43.03 (c) reads: Patients receiving services while being held pursuant to order of a criminal court, other than patients committed to the department pursuant to section 330.20 of the criminal procedure law, or for examination pursuant to an order of the family court shall not be liable to the department for such services. Fees due the department for such services shall be paid by the county in which such court is located except that counties shall not be responsible for the cost of services rendered patients committed to the department pursuant to section 330.20 of the criminal procedure law, or patients committed to the department pursuant to article ten of this chapter. ; and

Formatted: Font: (Default) +Headings (Times New Roman)

Formatted: Font: (Default) +Headings (Times New Roman)

Formatted: Font: (Default) +Headings (Times New Roman)

Formatted: Font: (Default) +Headings (Times New Roman)

Formatted: Font: (Default) +Headings (Times New Roman)

WHEREAS, ~~unexpended funds from the donation of Metabolic Fitness of Clifton Park need to be reappropriated for the Mental Health and Addiction Services Suicide Prevention Coalition to the 2022 County Budget due to the postponement of a guest speaker previously scheduled in 2021 pursuant to MHL 43.03 (c). Saratoga County Department of Mental Health and Addiction Services is responsible to pay 100% of the cost for patients from Saratoga County receiving restoration services; and~~

WHEREAS, there a patient currently receiving services who was expected to be released on April 30, 2024 but is now being extended through April 18, 2025; and

WHEREAS, the Department expects to receive bills for September, October and November before the year ends for a total cost of \$123,044; and

WHEREAS, an amendment to the 2024 Saratoga County Budget is needed to reappropriate ~~the unexpended funds~~ funds to cover this unplanned expense; now, therefore, be it

RESOLVED, that the 2024 County Budget ~~be~~ is amended as follows:

MENTAL HEALTH AND ADDICTION SERVICES:

~~Appropriations:~~ **Increase Expenses:**

~~A.43.436-8491~~ New York State Charges \$123,044

~~Increase Acct.: #A.43.431-8512~~ Conference Fees \$1,200

~~Revenues:~~ **Decrease Fund Balance:**

~~Increase Acct.: #A-0599.B~~ Fund Balance \$123,044 \$1,200

Formatted: No underline

; and **be** it ~~is~~ further

**RESOLVED**, that this Resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT:** ~~No Budget Impact. 100% Local Aid.~~ The budget will be amended to increase expenses and decrease fund balance by \$123,044.



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Mental Health and Addiction Services



**DATE:** 10/17/2024

**COMMITTEE:** Health & Human Services



This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Approving a contract with Televox, Inc. for the provision of Appointment Management Services.

3. Specific Details on what the resolution will authorize:

This resolution will authorize a three year contract between the Department of Mental Health and Addiction Services and Televox, Inc. for \$10,200/year plus a one-time implementation fee of \$1000 that will be waived if the contract is fully executed by 12/27/24 for a total cost of \$31,600 to provide automated appointment reminder notifications as well as blast email notifications for clients.

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.43.431-8534 & A.43.434-8534
- b. Budget year impacted 2025
- c. Details

Total cost of contract, with the one-time implementation fee, is \$31,600. This fee will be waived if contract is signed and received prior to 12/27/24.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation Sole Source

Purchasing Office Consulted

Yes

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Televox Corp.

11605 Miracle Hills Dr.

Omaha, NE 68154

Contact- Lauren Tracy, Account Executive, lauren.tracy@televox.com, 609.410.2073

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization: NE

g. Commencement date of contract term: January 1, 2025

h. Termination of contract date: Decemeber 31, 2027

i. Contract renewal date and term: 3 year term

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Televox is the only vendor that has integrated with TenEleven to provide automated appointment notifications.

Human Resources Consulted

N/A

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted Yes

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other BAA, Service Agreement, Sole Source letters, Order Form

10. Remarks:



To: Saratoga County Department of Mental Health

October 18<sup>th</sup>, 2024

Televox partners with TenEleven clients, and integrates with the TenEleven EMR regarding automated appointment reminders.

Regards,

Lauren Tracy

Enterprise Account Executive

Mobile: 609.410.2073



# Therapy Brands

To: Saratoga County

Date: October 14, 2024

As of this date, the TenEleven EMR, eCR, has a single vendor, Televoxx, that has integrated with regarding automated appointment reminders.

Regards,

Bob Kirbis  
Sr Customer Success Director  
TenEleven Group  
M: 716.866.2674



# Saratoga County Dept of Mental Health

## TeleVox Pricing Proposal

Pricing Proposal Expires 1/2/25

May 22<sup>nd</sup> , 2024



# Agenda

---

1. Current State Review
2. Solution Deliverables
3. Best Practices
4. Demo
5. ROI Analysis
6. Pricing Proposal

# TeleVox Offers Comprehensive Patient Relationship Management Solution

One omnichannel platform providing a seamless care experience for the patient and tangible ROI for the health system

## Digital Front Door 1

Allow your patients to get support without negative cost implications and staff burden

### Inbound Patient Access & Routing 1a

- Omnichannel experience (Web, SMS, Voice)
- Conversational patient self-service
- GPT powered knowledge base

### Agent Chat 1b

- Multiple queues, conversation context, next best action
- Supervisor dashboard

### Patient Intake & Payments 1c

- eCheck-In & Intake (Digital Forms)
- Copays and Advanced E-Billing

## Appointment Management 2

Increase appointment volumes and success with minimum staff and patient burden

### Visit Engagement 2a

- Reminders with rescheduling
- Pre-visit preparation and instructions
- Post visit education, care transition

### Visit Support 2b

- No-Show follow-up with scheduling
- Waitlist Management
- Visit Chat
- Self-Service Broadcast
- Wayfinding

### Care Gap Prevention 2c

- Recall Automation & Scheduling
- Campaigns

### Referral Automation & Scheduling 2d

### Epic-integrated Gateway 2e

## Digital Care Programs 3

Improve care and outcomes for patients and, ultimately, financial outcomes

### Disease & Condition Management 3a

- Customizable platform and content
- New Mother Program
- Diabetes Care
- Cancer Care
- Kidney Disease, etc.
- Remote Patient Monitoring
- Medication adherence

### Readmissions Reduction 3b

- CHF Readmissions
- COPD Readmissions
- Pneumonia Readmissions
- Post-Surgery Readmissions

## Patient Marketing 4

Win more new patients through direct and indirect acquisition strategies

### Surveys 4a

- Patient Satisfaction
- CAHPS

### Reputation Management 4b

- Reviews Acquisition
- Reviews & Reputation Analytics
- Listings Support

### Patient Marketing Campaigns 4c

- Treatment Availability Awareness
- Patient Acquisition Campaigns
- Wellness Outreach

### AI-Enabled Website 4d

- SEO and mobile optimized
- Built-in Virtual Agent
- Personalized Content Creation

SMARTSMS Can Be Add-On for Most Workflows

# Current State & Target Outcomes

Current State	Target Outcomes
<ul style="list-style-type: none"><li>○ TenEleven EHR</li><li>○ Recall and campaigns</li><li>○ 80% in person appts/ 20% telehealth</li><li>○ Will be accepting electronic payments</li> <li>○ Not currently doing reminder calls</li><li>○ Previous manual reminder processes (48 hours prior)<ul style="list-style-type: none"><li>○ 22% No Show Rate</li><li>○ 33,956 annual appointments</li><li>○ <b><i>\$747,032 annual revenue leakage from no shows</i></b></li></ul></li></ul>	<ol style="list-style-type: none"><li>1. Improve Show Rates, Reduce No Shows, &amp; Capture more lost visit opportunities.</li><li>2. Accelerate Revenue Cycle with imbedded billing link.</li><li>3. Enhance Patient Experience and Satisfaction.</li></ol>

# Proposed Solution

---








## Solution Deliverables:

- 1. Automated Appt Mgmt.**
  1. Reminder's with Confirm/Cancel/Reschedule.
  2. No Show Follow-Up with Live Connect Reschedule.
  3. On-Demand Broadcast Messaging
  4. Telehealth and Payment Link messaging.

# Appt Mgmt. Recommendations:

## Improve Show Rates, Reduce No-Shows, And Lower Staff Burnout

### I. Optimization #1: Multi-touch, Multi-channel Messaging

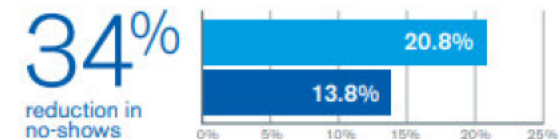
Timing for Delivery	Communication Channel			Scripting Recommendations for Each Step
	Email	Voice	Text	
7 Days Out:	 OR  OR 			<ul style="list-style-type: none"> <li>Brief notification that does not include appointment-specific instructions</li> <li>Include date, time, doctor and location</li> <li>Offer cancel option only</li> </ul>
3 Days Out:		 OR 		<ul style="list-style-type: none"> <li>Emphasize importance of response to message</li> <li>Include date, time, doctor and location</li> <li>Offer both confirm and cancel options</li> </ul>
1 Day Out:		 OR 		<ul style="list-style-type: none"> <li>Informative final reminder</li> <li>Include details such as co-pays, current medications, etc.</li> <li>Offer cancel option only</li> </ul>

#### Benefits of the Strategy

- Capture patient response** - This allows staff to fill potential holes in the schedule with last-minute and/or "wait list" patients. Increasing appointment availability is a key contributor to high patient satisfaction scores.
- Reduce communication costs** - The touchpoints in this outreach strategy allow organizations to move away from producing and delivering expensive mailers for only a fraction of the cost.
- Minimize patient no-shows** - Organizations who adopt a three-touch reminder strategy see immediate and sustained declines in patient no-show rates.
- Opportunity for adjustments** - While this strategy offers a great starting point for effective reminders, each step allows for continued experimentation and adjustments to align with your organization's goals and staff needs.

### II. Optimization #2: Custom "No-Show" Messaging w/ Live Connect Reschedule

- ✓ **Automate No-Show Follow-Up w/ Live Connect** allows teams to capture "lost" visits.
- ✓ **Ease of scheduling** leads to improved patient experience: 8% survey improvement
- ✓ Custom messaging prompting patients to reschedule via preferred communication channel (SMS/IVR)



# ROI Analysis

Account Specific Assumptions	
Appointments per Year --->	33,956
Patient Population --->	
Referrals per Year --->	
Average Dollar Value of Each Normal Appointment --->	\$100
Average Dollar Value of Each Referral --->	
Current No Show Percentage --->	22%
Loaded Cost per Hour of Staff --->	\$0

**Yearly Revenue Impact: \$104,584**

**ROI: 7X**

**Monthly Cost of Inaction: \$7,590**

Summary							
Workflow	What is the Impact of Digital Engagement (not including soft and indirect benefits e.g. improved patient experience, CAPHS scores)	Units (Annually)	Improvement / Scheduling from Outreach	Yearly Cost of Service	Yearly Revenue / Cost Impact	ROI	Monthly Cost-of-Inaction
Reminders	Reduced No-Shows	33,956	10%	\$9,711	\$37,352	3x	\$2,303
No-Show	Rescheduling No-Shows	7,470	10%	\$3,787	\$67,233	17x	\$5,287
<b>TOTALS</b>				<b>\$13,499</b>	<b>\$104,584</b>	<b>7x</b>	<b>\$7,590</b>



# Pricing Proposal

## Unlimited usage pricing

HouseCalls Pro Transactional Pricing for Saratoga County Dept of Mental Health		3-year
<b>Basic</b>	<b>Workflows Included:</b> Visit Engagement Reminders with Confirm/Cancel/Reschedule Pre-visit Preparation & Instructions Post-Visit Education Self-Service Broadcast Link Imbedding Functionality	<b>\$850/month</b> <b>\$10,200 Annual</b>
<b>Complete</b>	<b>Includes Basic Workflows Plus:</b> No Show Follow Up with LiveConnect Waitlist Management	<b>\$1,250/month</b> <b>\$15,000 Annual</b>
<b>Enhanced</b>	<b>Includes Complete + Basic Workflows Plus:</b> Recall Automation & Scheduling Campaigns	<b>\$1,950/month</b> <b>\$23,400 Annual</b>
<p><i>One-Time Implementation Fee of \$1000 will be waived if sales order signed prior to 12/27/24</i></p> <p><i>No Additional Costs for Service: 24/7 Support</i></p> <p><i>Pricing proposal expires 1/2/2025</i></p>		

# Setting Up Your Account

- 10-12 weeks for implementation
- January Go Live
- These timelines begin once we receive signed sales order, Public IP address, and W9 copy

## **Items we will need to build account:**

1. Signed Sales Order Form
2. Public IP Address
3. W9 Copy
4. Service Agreement
5. BAA



# Order Form

www.televox.com • 1110 Montlimar Dr., Suite 700 • Mobile, AL 36609 • 1.800.644.4266

ORDER DATE	CUSTOMER #	FEDERAL ID #	PURCHASE ORDER REQUIRED		MARKET	SALES EXECUTIVE	TAX EXEMPT		
5-23-24			YES	NO	Enterprise	Lauren Tracy	YES	NO	
<b>Client Name</b>	Saratoga County Department of Mental Health			<b>Client Contact</b>	Cari Abatemarco				
<b>Address</b>	135 South Broadway, Saratoga Springs, NY 12866								
<b>Phone</b>	(518) 584-9030	<b>EMR / EHR / PMS</b>	TenEleven		<b>Email</b>	cabatemarco@saratogacountyny.gov		<b># of Providers</b>	n/a

Comments: Automated Appt Mgmt (Reminders with confirm/cancel/reschedule, pre-visit preparation & instructions, post visit education, link embedding functionality, broadcast messaging)

QTY	DESCRIPTION	Set-Up Fee	
1	<b>HouseCalls Pro - 36 Months</b>	WAIVED	Fees include deployment, support and communication costs. *A Provider is defined as every unique individual for whom outreach is made on behalf of If a workflow or functionality is not listed, please consult the Sales Account team for pricing. This agreement is in effect upon activation (go live) of first workflow. Upon activation (go live), any previous agreement(s) for notifications are null and void, and all future transactions from other TeleVox notification products will be applied towards this agreement.
	Year 1 Monthly Rate: \$850		
	Year 2 Monthly Rate: \$850		
	Year 3 Monthly Rate: \$850		
	<b>Monthly rate is for unlimited transactions</b>		
	<b>Invoiced Monthly</b>		
			<b>Year 1 Monthly Rate</b>
			<b>\$850.00</b>

This Order Form (the "Order Form") is between TeleVox Interactive Services Corporation ("TeleVox") and the undersigned ("Client") and is made pursuant to and forms an integral part of the Service Agreement set forth at <https://www.TeleVox.com/en/healthcare/legal/serviceagreement> or, in the alternative, a written Service Agreement executed by the parties (in either case the "Agreement"). The Agreement incorporates, to the extent applicable, the Business Associate Agreement set forth at <https://www.TeleVox.com/en/healthcare/legal/baa>, which shall be superseded by any written Business Associate Agreement executed by the parties. The terms of this Order Form shall govern and control in case of conflict with the Agreement. Each "Subscription" above has its own duration (each a "Subscription Term") beginning at go live of the applicable Subscription Service and (unless otherwise noted above) shall continue for 60 months from such date. Invoicing of the monthly minimum fee, if applicable, will commence when the Subscription Term(s) commences. All Subscription Terms shall automatically renew for yearly periods from the end of the initial Subscription Term unless either party terminates the specific Subscription in writing 90 days prior to the expiration of the applicable Subscription Term. All Subscription fees set forth herein are due for the entire Subscription Term, including any renewal thereof. The term of this Order Form (the "Order Form Term") shall commence on the first day of any Subscription Term and shall end on the last day of any Subscription Term, and any individual Subscription or this Order Form may be terminated in accordance with the Agreement. The charges outlined in this Order are subject to adjustment for sales tax and other taxes, fees, and surcharges applicable to the services, which shall be invoiced directly to Client.

<b>Client Name:</b>	Saratoga County Department of Mental Health	<b>Signature:</b>		<b>Date:</b>	5-23-24
	<b>Sales Admin Initials:</b>		<b>Order Processing Date:</b>		



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “BAA”) is between TelevoX, Inc. (“TelevoX”) and the Covered Entity who purchases Services (each as defined in the agreement(s) (the “Agreement”) between TelevoX and Client) from TelevoX. This BAA is incorporated herein by reference into the Agreement.

### 1. Definitions.

**1.1. Catch-All Definition.** Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the Privacy Rule (as defined below).

#### 1.2. Specific Definitions.

- a. “Business Associate” shall mean TelevoX.
- b. “Covered Entity” shall mean Client.
- c. “Individual” shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- g. “Security Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subpart C.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### 2. Obligations and Activities of Business Associate.

- 2.1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, the BAA or as Required By Law.
- 2.2. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this BAA.
- 2.3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

2.4. Business Associate agrees to promptly, but in no case later than fifteen (15) business days, report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware.

2.5. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, maintains, or transmits Protected Health Information on behalf of Business Associate, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6. Business Associate agrees it is not in compliance with the Privacy Rule and this BAA if it knows of a material breach or violation of a subcontractor's obligation to the Business Associate and under the Privacy Rule unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminates the contract or arrangement with the subcontractor, if feasible.

2.7. If applicable, Business Associate agrees to, at the written request of Covered Entity and in no case later than seven (7) business days, provide access to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

2.8. If applicable, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the written request of Covered Entity or an Individual, but in no case later than seven (7) business days.

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

2.10. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

2.11. If applicable, Business Associate agrees to provide to Covered Entity or an Individual, in no case later than fifteen (15) business days, information collected in accordance with the above Sections of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

### **3. Permitted Uses and Disclosures by Business Associate.**

3.1. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- 3.3. Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.4. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- 3.5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

**4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.**

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

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

**6. Use of General Communication Channels.** If Covered Entity elects to purchase patient notification services that will be sent via non-encrypted communication channels (e.g., SMS, live chat and email) (collectively, "General Channels"), Covered Entity will, prior to communicating with a patient via General Channels: (i) notify the patient of alternative, secured means for disclosing his or her Protected Health Information and (ii) obtain the patient's acknowledgement that General Channels are not HIPAA-recommended communication channels for making disclosures of Protected Health Information.

**7. Term and Termination.**

- 7.1. The term of this BAA shall be effective upon first disclosure of Protected Health Information to BAA by Covered Entity, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

7.2. Upon Covered Entity's knowledge of a material breach or violation of the Business Associate's obligation under this BAA, Covered Entity shall either:

- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA if Business Associate does not cure the breach or end the violation within thirty (30) days of written notice; or
- (ii) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible.

## **8. Effect of Termination.**

- 8.1. Except as provided in this BAA, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Except as provided in this BAA, Business Associate shall retain no copies of the Protected Health Information.
- 8.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such case, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **9. Miscellaneous.**

- 9.1. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 9.2. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as applicable.
- 9.3. The respective rights and obligations of Business Associate under the "Effect of Termination" Section of this BAA shall survive the termination of this BAA.
- 9.4. Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with the Privacy Rule and Security Rule, as applicable.
- 9.5. The parties acknowledge that Protected Health Information is unique and valuable, and that disclosure in breach of this BAA will result in irreparable injury to the parties for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the parties shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.

9.6. Pursuant to the limitations of liability set forth in the Agreement, Business Associate shall indemnify and hold harmless Covered Entity from and against any and all third party claims, losses, liabilities, reasonable costs and other expenses resulting from, or relating to, the acts and omissions of Business Associate in performance of its obligations hereunder. The foregoing limitations of liability shall not be applicable to claims arising out of intellectual property rights, gross negligence, willful misconduct, or fraud.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement to be effective as of the latest date specified below.

**Covered Entity**

**Televox, Inc.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**IMPORTANT- READ CAREFULLY:**

**YOUR PURCHASE AND USE OF SERVICES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THIS AGREEMENT.**

**1. Introduction.**

This Service Agreement (the “Agreement”) governs the purchase and use of Televox, Inc. (“Provider” or “Televox”) services (as defined below) and purchase of On-Hold Messaging Solutions (as defined below) (the Provider Services and On-Hold Messaging Solutions shall be referred to collectively herein as the “Services”). Services may be purchased by: (a) executing an order form, work order or statement of work (for purposes of this Agreement each shall be referred to as an “Order Form”); or (b) using the Services. The individual or legal entity executing an Order Form or opening an account for Services under this Agreement shall be referred to as “you,” “your” or “Client” in this Agreement and the other party who executes the Order Form or provides the Services shall be referred to as “we,” “us” “Televox” or “Provider” in this Agreement. Each Order Form shall govern and control in case of conflict with the Agreement, and in conjunction with this Agreement shall form a separate agreement between the parties that execute the applicable Order Form. Please read this Agreement carefully before executing an Order Form or installing, accessing, or otherwise using the Services. By executing an Order Form or installing, accessing, or otherwise using the Services you agree to be bound by this Agreement. Please maintain a copy for your records. If you do not agree with the terms of this Agreement, do not use the Services.

**2. Service Description.**

This Agreement governs the purchase and use of Provider’s hosted or managed services, equipment, products, or maintenance (the “Provider Services”) and Client premise based hardware and software on-hold messaging solutions (the “On-Hold Messaging Solutions”) set forth in the applicable Order Form between you and Provider or by you and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933) (the “Services”), or used by you if no such Order Form has been executed. We may alter, expand, or reduce the features of the Services from time to time without notice to you. Client agrees to provide information reasonably required by Provider to perform Services, including as applicable, but not limited to: hiring profiles; scripts; message content, recipient contacting information and lists, program content and materials; Client or third party databases; forecasts; current process performance statistics; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the “Client Materials”). You agree that our obligation to provide Services is conditioned upon you providing all information and assistance reasonably required to perform the Services and your compliance with standards set forth by Provider regarding hardware compatibility and installation requirements and you hereby agree to timely provide all such information, assistance and compliance.

**3. Term.**

This Agreement will continue so long as the Services are installed, accessed, or otherwise used. Each Order Form may specify its duration (each an “Order Form Term”) and/or each Order Form may further specify one or more subscriptions purchased under the Order Form (each a “Subscription”). Each Subscription will specify its duration (each a “Subscription Term”). All Subscriptions begin as set forth in the Order Form or if not addressed therein, the earlier of: (a) thirty (30) days from provisioning of Client’s system access; or (b) go live of the applicable Subscription Service. For the avoidance of doubt, Client agrees to pre-pay for all usage of Services prior to the start of the Subscription.

**4. Renewal.**

All Order Forms and Subscriptions shall automatically renew for yearly periods unless either party terminates the specific Order Form or Subscription in writing ninety (90) days prior to the expiration of the applicable Order Form or Subscription, which termination will be effective at the expiration of the applicable Order Form or Subscription.

#### 5. Termination of Order Form or Subscription for Cause.

Any Order Form or Subscription may be terminated immediately by the non breaching party upon a material breach by the other party of a material provision of this Agreement, the relevant Order Form or the relevant Subscription, and such breach is not cured within ten (10) days after written notice if the breach is a payment breach or sixty (60) days after written notice for any other material breach.

#### 6. Effect of Termination.

The termination of any Order Form or any Subscription shall not otherwise affect the Term of this Agreement or any other Order Form or Subscription. If you terminate any Order Form or Subscription for cause: (a) you will pay for all Services rendered up to the date of termination; (b) Provider will reimburse you for any amounts prepaid by you for Services not rendered; and (c) you shall be relieved of any future payments due under such Order Form or Subscription. Otherwise, upon any termination of this Agreement, any Order Form or any Subscription, as applicable, you agree to pay for: (a) all Services rendered up to the date of termination; and (b) any future amounts due under this Agreement, the Order Form or the Subscription for the entire Order Form Term or Subscription Term, as applicable, including the current renewal thereof, if applicable. Any use of the Services after termination of any Order Form or Subscription (for cause, upon expiration or otherwise) may be billed at increased non-contracted rates, at Provider's sole discretion. The parties agree and acknowledge that Provider has made pricing concessions based on the provisions agreed to herein and that any shortfall payments due are a fair approximation of the damages that would be caused to Provider and do not constitute a penalty.

#### 7. Payments and Charges.

With respect to Provider Services, you agree to pay in advance for all Provider Services other than usage based Services which will be invoiced as incurred. With respect to On-Hold Messaging Solutions, payments are due in accordance with the Order Form and upon successful installation of the On-Hold Messaging Solution which shall be defined as the earlier of: (a) 30 days after delivery of the On-Hold Messaging Solution to you; (b) your successful or continued use of the On-Hold Messaging Solution; or (c) 3 months from the date of the Order Form if delivery/installation of the On-Hold Messaging Solution is delayed or prevented due to your failure to comply with your obligations set forth in this Agreement or the Order Form. Notwithstanding the foregoing, you may return the On-Hold Messaging Solution at your sole expense within 30 days of delivery without liability or payment obligation other than a restocking fee of 25% of the purchase price for the On-Hold Messaging Solution. Except as expressly provided herein, all prepaid amounts are non-refundable.

#### 8. Invoicing.

You agree to make payment of all invoices under this Agreement within thirty (30) days from the date of invoice. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month, or the highest rate allowed by law. You must notify Provider of any disputed charges within thirty (30) days from the date of the invoice, otherwise you will be deemed to agree to such charges and waive all such claims and Provider will not be subject to making adjustments to charges or invoices. Rates for the Services are set forth in the Order Form or will be charged at Provider's standard rates which can be obtained through your sales or account representative. You agree that rates may be altered on thirty (30) days prior notice to you.

#### 9. Unpaid Invoices.

In the event an invoice is not paid in full, for any reason, within thirty (30) days from the invoice date, Provider shall have the right to suspend all or any portion of the Services until such time as all invoices and applicable late fees have been paid. Following such payment, Provider may reinstate Services only upon satisfactory assurance of your ability to pay for Services, including modified payment terms such as prepayment. Such suspension shall not relieve you of any payment liability. You agree to reimburse Provider for any costs, expenses, or fees expended by Provider in connection with any collection efforts against you, including reasonable internal and outside attorneys' fees.

#### 10. Taxes, Fees and Surcharges.

In addition to the rates for the Services, you shall pay all applicable fees, duties, tolls, administrative assessments, surcharges, or taxes now or hereafter attributable to the Services.

#### 11. License.

Subject to your compliance with the terms and conditions of this Agreement, Provider hereby grants you a non-exclusive, non-transferable license during the applicable Subscription Term to use the Services ("Licensed Materials"). Subject to your compliance with the terms and conditions of this Agreement, Provider hereby grants you a perpetual, non-exclusive, non-transferable license to use one copy of the software included in any non-Subscription based On-Hold Messaging Solution. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services where you are an active participant, you may not resell the Services or otherwise generate income from the Services (from an ASP model or otherwise).

#### 12. Equipment

Upon termination of the Subscription Term for On-Hold Messaging Solutions, you agree to return the equipment provided with On-Hold Messaging Solutions (the "Equipment") to Provider. If the Equipment is not returned, you will be billed for the cost of the Equipment plus applicable sales taxes. Failure to return the Equipment or remit purchase fees may result in collection efforts as provided herein. THE EQUIPMENT PURCHASED BY CLIENT FROM PROVIDER THAT ARE MANUFACTURED, PRODUCED OR PROVIDED BY THIRD PARTIES ("THIRD PARTY PRODUCTS") ARE SUBJECT ONLY TO THE WARRANTIES, TERMS AND CONDITIONS OF THE THIRD PARTY SUPPLIER AND ARE PROVIDED BY PROVIDER ON AN "AS IS" BASIS; PROVIDED THAT WHERE POSSIBLE, PROVIDER WILL PASS THROUGH TO CLIENT THE THIRD PARTY SUPPLIER'S WARRANTIES.

#### 13. Responsibility Messages and Accounts.

You are solely responsible for the information or content submitted, posted, transmitted or made available through your use of the Services. You may use the Services to transmit personalized wording, images and language ("Messages") or direct Provider to make contacts via any channel to, or with, your customers, partners, or other recipients (the "Recipients"). You are responsible for maintaining the confidentiality of your accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with your accounts whether or not authorized by you including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. You acknowledge and agree that Provider does not control nor monitor your Messages nor guarantee the accuracy, integrity, security or quality of such Messages. Use of recording or taping any use of the Services by you may subject you to laws or regulations and you are solely responsible for and obligated to provide any required

notification to those being recorded or taped. You represent and warrant that: (a) You are solely responsible for Messages, including the need to include an interactive opt-out mechanism if required by law; (b) have the legal right to use and send all Messages to the Recipients; (c) the timing (including any limits on number of Messages) and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (d) Provider's use of the Messages as directed shall not violate the rights of any third party or any law, rules or regulation.

You have prior express consent to contact each wireless phone number you have delivered to Provider in connection with the provision of any Services delivering a prerecorded or text message ("Notification Services") and the intended contact Recipient is the current subscriber to, or the non-subscriber customary or regular user of, the wireless phone number. Upon request, You shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that You have not so complied.

If the Messages are initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"), you have incorporated an interactive opt-out mechanism as part of the program; You have, unless an exemption applies, obtained from the Recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule and Section 64.1200(f)(8) of the FCC's Telephone Consumer Protection Act Rules; and

The Parties agree that, where Provider reasonably believes you may not have complied with the provisions of this Section or with all laws, rules and regulations, Provider may, at its option (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers and promptly notify you of such action, (ii) insert an interactive opt-out mechanism and pass the resulting data to you, and/or (iii) temporarily suspend Services related to the compliance concern.

You shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from Provider following your instructions in sending the Messages or your breach of any representation and warranty set forth in this Section.

#### 14. Privacy and Data Use.

The information we hold about you will be used to provide the Services requested and for identification, account administration, analysis and fraud/loss prevention purposes. More details about how that information is used are in our privacy policy which governs your visit to Provider's Website and use of the Services. Copies are also available from us by post, by contacting customer service. The parties acknowledge and agree that: (a) Provider may have access to personal data of Client under applicable personal data protection and privacy laws (the "Data Protection Laws") and will: (i) use it solely for the purpose of providing the Services; (ii) process it only in accordance with Client's instructions; and (iii) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (b) personal data may be processed by Provider and its affiliates throughout the world; and (c) Client is the data controller and retains full responsibility for the data processed on its behalf by Provider acting as data processor.

#### 15. Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

If Client is a Covered Entity (as defined by HIPAA) and provides individually identifiable health information or PHI (each as defined by HIPAA) to Provider as a Business Associate (as defined by HIPAA), then the Business Associate Agreement set forth at <https://televox.com/baa> is incorporated by reference herein.

#### 16. Governmental Agencies.

Use of the Services by the United States Government or other governmental agencies shall be as “restricted computer software” or “limited rights data” as set forth in 48 CFR 52.227-14, or as “commercial computer software” or “commercial computer software documentation” under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacture is Provider 11650 Miracle Hills Drive, Omaha, NE 68054

#### 17. Export and Import Control Laws and Regulations.

You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Services and any related software. Without limiting the foregoing, you acknowledge that the Services and any related software are or may be an “encryption item” subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce. You agree not to export or re-export the Services or any related software in any form in violation of the export laws of the United States or any foreign jurisdiction.

#### 18. Compliance.

Upon request, you agree to provide reasonable proof of compliance with the provisions set forth in this Agreement. You agree to immediately notify us of any actual or potential breach of this Agreement by you. You acknowledge and agree that: (a) Provider does not provide content and Client shall be solely responsible for all content and Messages and for providing any list of names, numbers or addresses for Client to utilize in sending Messages; and (b) Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client’s Messages, Client’s content, campaigns or programs with any third party rights or laws, rules, or regulations. Client agrees that Provider may in its sole discretion suspend or terminate provision of any or all of the Services without liability or penalty at any time in the event that: (a) Provider is obliged to comply with an order, instruction, directive or request of a governmental body or network operator which necessitates that it do so; (b) Provider discovers an actual or potential breach or where Provider believes that Client has not so complied with its obligations hereunder; or (c) one or more of the network operators upon which the provision of Services hereunder is dependent suspends its provision of those services to Provider. You agree that all use by you of the Services shall comply with applicable laws.

#### 19. Investigation and Enforcement of the Agreement.

All users of the Services must adhere to the terms of this Agreement. We have the right, but are not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. We may also access and disclose any information (including transactional information) related to your access and use of our Website or Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

#### 20. Limited Warranty.

ALL SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND WITHOUT ANY WARRANTY. YOU UNDERSTAND AND AGREE THAT PROVIDER’S SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” PROVIDER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PROVIDER MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH PROVIDER OR THE SERVICES, OR THAT THE SERVICES WILL MEET ANY OF YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF PROVIDER’S SERVICES ARE AT YOUR SOLE RISK. PROVIDER IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND PROVIDER’S REASONABLE CONTROL.

#### 21. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER, OR ITS SUPPLIERS OR AFFILIATES, BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGE FOR LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COST OF COVER OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, OR RESULTING FROM THE SERVICES OR THIS AGREEMENT WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT MAY NOT BE EXCLUDED BY LAW, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT YOU ACTUALLY PAID FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) OR ONE THOUSAND DOLLARS (US\$1,000).

#### 22. Indemnification.

You shall indemnify, defend and hold Provider and its Affiliates and their officers, directors and employees harmless from any and all third-party claims, actions, suits, proceedings, costs, expenses, liabilities, and damages (including punitive, treble and enhanced damages and reasonable attorneys’ fees) arising out of, connected with or resulting from: (i) a breach by you of any term of this Agreement; (ii) the Client Materials; (iii) a claim by any customer of yours or any party called on your or your customer’s behalf relating to any defect in any product or service offered by you or any of its clients, (iv) any actual or alleged infringement or violation by you (including without limitation, any person accessing the Services using your accounts) of any intellectual property, privacy or other right of any person or entity or (v) information or content that you submit, post, transmit or make available through the Services.

Subject to the requirements of Section 11, License, above, Provider will defend, at its expense, a third-party action, suit, or proceeding against you (“Claim”) to the extent such Claim is based upon an allegation that the Licensed Materials, as of their delivery date under this Agreement, infringe a valid United States patent. Provider makes no representations, provides no warranties, and assumes no responsibilities for the use, sale, placement, or other disposition by you of products incorporating the Licensed Materials under this Agreement. Provider’s liability to you will not extend to infringement caused by use of the Licensed Materials as an element of a patented product or

process. You will hold Provider, its affiliates and their officers, directors, employees, and agents harmless against all liabilities, demands, damages, expenses, or losses arising out of or resulting from any misuse of the Licensed Materials.

The party claiming indemnification shall: (i) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (ii) relinquish control of the defense of the claim to the indemnifying party; and (iii) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party.

In order to be indemnified to the extent stated, you must operate within the instructions and technical limits provided or approved by Provider. Provider shall have no indemnity obligation for (1) Provider-furnished licensed materials that have been used with or in combination with hardware or software not furnished by Provider; and (2) any claim or any portion of any claim that arises from your reckless, wanton, wrongful, or otherwise negligent acts.

### 23. Confidentiality.

We agree to hold all Confidential Information of the other party in strict confidence. Confidential Information shall mean information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and marked as Confidential (“Confidential Information”). The parties agree that all Confidential Information shall be disclosed only to those employees or representatives on a need-to-know basis and who agree to be bound by these confidentiality restrictions. This confidentiality obligation shall not apply to any information (i) independently developed by a party, (ii) generally available to the public other than by a party’s breach of this Agreement, (iii) already known by a party at time of disclosure to that party, or (iv) rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party. Nothing shall prevent or prohibit the receiving party from providing access to Confidential Information as may be required by law, rule or regulation, provided that the receiving party gives as much notice as is reasonably practical and provides reasonable assistance to the disclosing party in challenging or modifying the disclosure so required. Neither party shall have any rights in the other party’s Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order Form or the request of the discloser. Notwithstanding the foregoing, the parties acknowledge that recipient shall not be required to return to discloser or destroy those copies of Information residing on recipient’s backup, disaster recovery or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Information is destroyed.

### 24. Third Party Services.

All access and use of any third party Services is governed by the terms and conditions set forth from time to time by such third party provider and such terms and conditions are incorporated herein by reference.

### 25. Enforceability/Waiver.

If any part of this Agreement is determined to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risks, and the remainder of the Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Provider’s failure to exercise

or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless agreed to by Provider in a non-electronic writing manually signed by a duly authorized representative of Provider.

#### 26. Miscellaneous.

Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. You and Provider are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. The parties confirm that they wish to have this Agreement written in English only. Les Parties aux présentes confirment leur volonté que cette Convention soit rédigée en langue anglaise seulement. You authorize Provider's monitoring including recording of calls for the purposes of quality assurance and you further consent to Provider's use of automatic dialing equipment to contact you. Provider's performance of the Services is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Provider's right to comply with governmental, court and law enforcement requests or requirements relating to your use of Provider's Website, the Services or information provided to or gathered by Provider with respect to such use. You may not assign this Agreement to any other person or entity without Provider's prior written approval, but nothing restricts Provider's ability to assign this Agreement or subcontract the Services hereunder.

#### 27. Identification, Advertising & Publicity.

Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior written notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement in writing.

Client agrees that after execution of this Agreement, Provider shall, without the Client's further consent (i) have the right to distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or Order Forms, or use the Client's name, logo and/or other trademarks (or any variation thereof); and (ii) have the right to include a "tombstone" with respect to such transaction on its website or in any "pitch-book" or similar marketing materials to the extent such tombstone does not include any information not previously publicly disclosed by Client (or by Provider pursuant to this provision)..

#### 28. Governing Law; Exclusive Forum; Jurisdiction.

If you reside in Europe, the Middle East or Africa, you consent to the exclusive jurisdiction and venue of the courts sitting in London, England with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any services provided by Provider. If you reside in Asia, Australia, New Zealand or the Indo – Pacific region, you irrevocably agree and consent that any dispute, controversy or claim arising out of or relating to this Agreement or any services provided by Provider shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules provided that the appointing authority shall be the Hong Kong International Arbitration Centre, the place of arbitration shall be in Hong Kong at the HKIAC, there shall be only one arbitrator and the language to be used in the arbitral proceedings shall be English. If you reside in a location other than as listed above, you consent to the exclusive jurisdiction and venue of the courts sitting in Douglas County, Nebraska, USA with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any services provided by Provider. Regardless of Venue, this Agreement and all causes of action related to this Agreement or the Services will be governed by and construed in accordance with the laws of the state of Nebraska, USA, without giving effect to the conflict-of-laws principles thereof that would require application of the laws of a different state or jurisdiction. You agree to service of process by mail directed to your billing address. You waive all defenses including but not limited



to sovereign immunity, lack of personal jurisdiction and forum non conveniens and expressly waive any right to bring suit or have any action heard in your local courts. You agree that any claim or cause of action arising out of or related to this Agreement must be commenced by you within one (1) year after the cause of action arose.

#### 29. Force Majeure.

Provider will not be responsible or liable for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

#### 30. Entire Agreement.

This Agreement, in conjunction with the applicable Order Form constitutes the entire agreement between the parties to such Order Form with respect to the subject matter of this Agreement and the applicable Order Form and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. You agree that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that you may now or later provide to Provider, will have no effect and that this Agreement is the only contract between Provider and you regarding the Services and may only be amended as set forth herein. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. A printed version of this Agreement and of any notice given to you in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Order Forms may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

#### 31. Modification.

Provider may, at any time, amend the provisions of this Agreement. Any amendment proposed by you may only be accepted by Provider in a non-electronic writing manually signed by authorized representatives of the parties. Notwithstanding anything in this Section to the contrary, if Provider posts amended terms on its Website, such terms will automatically become effective ten (10) days after they are posted on the Website. By using the Services after such revised terms are posted, you agree to be bound by any such amended provisions. Therefore, you agree to periodically visit the Website to examine the then-current Agreement.

#### 32. Qliqsoft Services.

If your Order Form specifies you are purchasing from Televox telehealth services (“Services,” as defined in Section 1 above) such as virtual visits, secure messaging and artificial intelligence chatbots, which are products hosted by a third party named Qliqsoft, Inc. (“Qliqsoft”), Provider reserves the right to cease providing telehealth Services at any time with 10 days’ notice to you if Qliqsoft no longer makes the telehealth Services available to Provider.

#### 33. Unlimited Plans

An unlimited plan allows for a practice to send an unlimited number of patient communications using SMS, voice and email over the length of their contract. The unlimited plan has a base rate and a charge for every provider added above the base rate. There is also an additional charge for each location associated with a group. Client pays a fixed amount per month for our services based upon the contracted number of providers and locations.

34. Definition of Provider

Unless otherwise agreed to on an order form, a provider is considered any individual who has patient notifications sent using Televox services. For clarity, this definition is not limited to doctors, but would include (not limited to) mid-levels such as physician assistants, nurse practitioners, hygienists, radiology technicians, physical therapists.

35. Right to Audit

Provider reserves the right to periodically review usage of a given unlimited account to verify that the amounts paid are in agreement with these definitions. If Provider identifies a difference between the number of providers contracted versus the actual number making notifications, Provider will adjust the monthly billing for that practice to agree with these terms. Such an adjustment could be made at any time without notice.

36. Review of Unlimited Usage; Excessive Use.

Provider reserves the right to review usage of unlimited usage plans to ensure that clients are not abusing such plans. Client agrees to use unlimited plans for normal message related communications with aggregate usage that falls within the range of similarly situated business customers. In addition, Client agrees that Client will not employ methods or use devices to take advantage of unlimited plans by using the Services excessively or for means not intended by Provider. Provider may terminate service immediately if it determines, in its sole discretion, Client is abusing an unlimited plan. Provider deems usage that substantially exceeds the average volume of its other unlimited usage plan clients as abusive. If, in Provider’s sole discretion, Provider affords Client the opportunity to correct Client’s abnormal or excessive usage patterns and Client fails to immediately conform to normal use, Provider may exercise its right to (i) modify Client’s plan; (ii) increase Client’s pricing; (iii) implement other limitations or (iv) suspend or terminate Client’s service with or without notice.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement to be effective as of the latest date specified below.

**Client**

Per: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Televox, Inc.**

Per: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Mental Health and Addiction Services

**DATE:** 10/18/24

**COMMITTEE:** Health & Human Services

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Amending the contract with TenEleven Group to include the Appointment Reminder Module

3. Specific Details on what the resolution will authorize:

This resolution will authorize the software subscription of the Televox- Appointment Reminder Module in TenEleven which will work with their approved vendor, Televox to provide appointment reminders. There is a one time professional service fee of \$300 and a monthly subscription charge of \$52.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.43.431-8534, A.43.431-8534 & A.43.434-8534
- b. Budget year impacted 2025
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted  
N/A

Purchasing Office Consulted  
N/A

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Res 325-2022, TenEleven Contract

10. Remarks:

11/15/22



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~325-2022~~

Introduced by Health and Human Services: ~~Supervisors Barrett, Butler, Connolly, Edwards, Lant, Schopf and Wood~~

**AUTHORIZING AN AMENDMENT TO THE RENEWAL AGREEMENT WITH TENELEVEN GROUP, INC. FOR THE ADDITION OF THE TELEVOX- APPOINTMENT REMINDER MODULE FOR SUPPORT OF AN ELECTRONIC HEALTH RECORD SYSTEM AT SARATOGA COUNTY MENTAL HEALTH AND ADDICTION SERVICES**

WHEREAS, pursuant to Resolution ~~225-2017-325-2022~~, the County entered into an renewal agreement with TenEleven Group, Inc. for the installation continued, maintenance, and support of an Electronic Health Record (“EHR”) system for the service period of five (5) years, between December 15, 2017~~22~~, through December 14, 2022~~27~~; and

WHEREAS, the EHR system provided by TenEleven Group, Inc. ensures compliance with Federal regulatory requirements for tracking, reporting, billing, interoperability, and health information exchange; and

WHEREAS, TenEleven Group, Inc. is only integrated with Televox, Inc. to provide automated appointment reminders at a cost to include a one-time professional service fee of \$300 and a monthly fee of \$52; and

the Purchasing Department has determined the EHR system provided by TenEleven Group, Inc. to be a sole source product; and

WHEREAS, TenEleven Group, Inc. has proposed a renewal agreement for the EHR system at Saratoga County Mental Health and Addiction Services for a period of five (5) years at a total contract cost of \$335,100; and

WHEREAS, our Health and Human Services Committee and the Commissioner of Mental Health and Addiction Services have recommended that the County purchase this module to provide automated reminder notifications for clients~~enter into a renewal agreement with TenEleven Group, Inc. for a five (5) year term commencing December 15, 2022, and terminating on December 14, 2027~~, at a cost of ~~\$67,020~~2172 which includes the one-time professional service fee of \$300 and ~~annually including~~ monthly fees of \$4,307~~52 for three years and \$1,278 for Ability Clearinghouse fees, increasing the monthly fee from \$4307 to \$4359~~; at a total contract amount not to exceed ~~\$335,100~~337,272; now therefore be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute an agreement amendment with TenEleven Group, Inc. of East Amherst, New York, for ~~a five (5) year term commencing December 15, 2022, and terminating on December 14, 2027~~ the purchase of the Televox- Appointment Reminder Module, at a cost of ~~\$67,020~~ 2172 ~~annually including monthly fees of \$4,307 and \$1,278 for Ability Clearinghouse fees~~; at a total contract amount not to exceed ~~\$335,100~~ 337,272; and it is further

**RESOLVED**, that the form and content of such renewal agreement amendment shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor Hammond

Second: Supervisor Butler

~~AYES (194440): Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361).~~

~~NOES (0):~~

~~ABSENT (41069): Eric Connolly (11831), Kevin Veitch (8004), Arthur M. Wright (1976), Willard H. Peck (5242), Thomas N. Wood, III (5808), John Lawler (8208)~~





11/15/22

## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION 325 - 2022**

**Introduced by Health and Human Services: Supervisors Barrett, Butler, Connolly, Edwards, Lant, Schopf and Wood**

#### **AUTHORIZING A RENEWAL AGREEMENT WITH TENELEVEN GROUP, INC. FOR SUPPORT OF AN ELECTRONIC HEALTH RECORD SYSTEM AT SARATOGA COUNTY MENTAL HEALTH AND ADDICTION SERVICES**

**WHEREAS**, pursuant to Resolution 255-2017 the County entered into an agreement with TenEleven Group, Inc. for the installation, maintenance, and support of an Electronic Health Record (“EHR”) system for the service period of five (5) years, between December 15, 2017, through December 14, 2022; and

**WHEREAS**, the EHR system provided by TenEleven Group, Inc. ensures compliance with Federal regulatory requirements for tracking, reporting, billing, interoperability, and health information exchange; and

**WHEREAS**, the Purchasing Department has determined the EHR system provided by TenEleven Group, Inc. to be a sole source product; and

**WHEREAS**, TenEleven Group, Inc. has proposed a renewal agreement for the EHR system at Saratoga County Mental Health and Addiction Services for a period of five (5) years at a total contract cost of \$335,100; and

**WHEREAS**, our Health and Human Services Committee and the Commissioner of Mental Health and Addiction Services have recommended that the County enter into a renewal agreement with TenEleven Group, Inc. for a five (5) year term commencing December 15, 2022, and terminating on December 14, 2027, at a cost of \$67,020 annually including monthly fees of \$4,307 and \$1,278 for Ability Clearinghouse fees; at a total contract amount not to exceed \$335,100; now therefore be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute an agreement with TenEleven Group, Inc. of East Amherst, New York, for a five (5) year term commencing December 15, 2022, and terminating on December 14, 2027, at a cost of \$67,020 annually including monthly fees of \$4,307 and \$1,278 for Ability Clearinghouse fees; at a total contract amount not to exceed \$335,100; and it is further

**RESOLVED**, that the form and content of such renewal agreement shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department's Budget.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor(s):

Second: Supervisor(s)

Ayes:

Noes:

Abstain:

Absent:

**Purchase Schedule (Subsequent)**

This Purchase Schedule incorporates by reference and is governed by the December 15, 2017 Master Agreement between Customer and TenEleven Group, LLC (“TenEleven”). In the event of a conflict between this Purchase Schedule and the Master Agreement, the Master Agreement shall prevail. If the Purchase Schedule contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Purchase Schedule shall prevail against the enumerated language in the Master Agreement.

By signing this Purchase Schedule, customer verifies that it has read TenEleven’s Master Agreement, and any other terms and conditions, and acknowledges its agreement to be bound by them.

The Parties may execute, from time to time, additional Attachments, Purchase Schedules, and/or Exhibits under the terms of the Master Agreement.

DATE \_\_\_\_\_

Jennnifer Guido, VP Success  
Therapy Brands

\_\_\_\_\_  
*Signature*

DATE \_\_\_\_\_

Philip C. Barrett, Chairman  
Saratoga County Board of Supervisors

\_\_\_\_\_  
*Signature*

Customer Initials:

Order Summary	
Licensed Services and Software	Televox – Appointment Reminder Module
Term (months)	In term of MSA
Monthly charges (recurring)	\$52
Billing Cycle	Monthly in advance in USD
Invoice Due Date	Net 30
Professional Services	\$300
Effective Date	January 1 2025

#### **Additional Terms & Conditions**

- This Agreement shall have a term of the MSA.
- All Software must be accessed from within the United States. In the event Customer accesses software outside of the United States, it does so at its own risk, and indemnifies TenEleven from any cause of action, whether in law, equity, or administrative that arises from such use. Accessing the Software from outside the United States gives TenEleven the right to terminate the Agreement.

Customer Initials:

Subscription(s) to Software			
Product	License Metric	Quantity	Price (monthly)
Televox - Appointment Reminders Module	Per Agency	1	\$52.00
Total Monthly Recurring Subscription Services			\$52.00

**Additional Terms & Conditions**

- Each individual, whether an employee, contractor, subcontractor, affiliate, partner, or otherwise, who accesses or uses any TenEleven Software and Services on Customer’s behalf must have their own Access Credentials. Users may not share access credentials with any other individual.
- Client means a person who is receiving clinical or other services from Customer.
- Provider means any individual with a National Provider Identifier (“NPI”).
- If Customer has also contracted TenEleven to perform RCM services as set forth in any applicable Statement of Work, Customer acknowledges and agrees that the fees set forth for Subscription(s) for Software are based on Customer’s continued use of TenEleven to perform RCM services. In the event that Customer, for any reason, terminates an applicable Statement of Work for RCM services, Customer agrees that TenEleven shall have the right to (1) adjust its pricing for Subscriptions to Software, or (2) terminate the agreement.

Professional Services			
Service	Metric	Quantity	Price
Televox – Appointment Reminders Module	Per Agency	1	\$300

**Additional Terms & Conditions**

- Professional Services are provided on a fixed scope. This Purchase Schedule is subject to any Professional Services Scope of Work executed between Customer and TenEleven.
- Professional Services subject to the terms and conditions of both the Master Agreement and the Professional Services Attachment.
- RCM Monthly Charges are a percentage of total AR collected as measured in USD, depending on the volume collected.

Customer Initials:



## SARATOGA COUNTY ATTORNEY

Saratoga County Municipal Center  
40 McMaster Street  
Ballston Spa, New York 12020

Telephone: 518-884-4770

**MICHELLE W. GRANGER**  
*County Attorney*

**MARIBETH A. HUNT**  
*First Assistant*

### Assistants

**MICHAEL P. NAUGHTON SR.**  
**NICHOLAS M. MARTIN**  
**ANDREW J. PROLER**  
**JACQUALINE C. LOMBARDO**  
**ANN FLOWER E. STITT**

### Paralegal Specialists

**JENNY R. MARCOTTE**  
**TRACY L. GOODSON**

## MEMORANDUM

DATE: April 13, 2023

TO: Michael Prezioso  
Mental Health

FROM: Michelle Granger  
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **TenEleven Group**  
Vendor Address : N/A  
Vendor I.D. # : N/A  
Contract Amount : See agreement Per Res. 325-2022  
Contract Period : 12/15/22-12/14/27  
Contract I.D.# : N/A  
Purpose of Agreement : Ability clearinghouse

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on April 12, 2023.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure  
County Auditor, without enclosure  
County Administrator without enclosure

## MASTER AGREEMENT

This Master Agreement is entered into by and between TenEleven Group, LLC ("TenEleven"), and **Saratoga County Mental Health Center**, with primary offices at 135 South Broadway, Saratoga Springs, NY 12866 ("Customer"). TenEleven and Customer are referred to herein individually as a "Party" and collectively as the "Parties."

Whereas TenEleven is a technology and services provider that develops health information technology;

Whereas Customer desires to use TenEleven software and services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and incorporating the recitals set forth above, the Parties agree as follows:

### 1. Definitions

**Access Credentials** means the credentials provided by TenEleven that allow Customer to access Software or Services for operational use. Access Credentials may mean a username, log-in, password, serial key, or other electronic code.

**Agreement** means this Master Agreement, the Business Associate Agreement, the purchase schedule, any amendment, and any other attachment or statement of work associated with TenEleven's Services and Software.

**Confidential Information** means information designated as confidential in writing or information which out to be in good faith consideration confidential and proprietary to the disclosing Party ("Confidential Information"). Confidential Information of Customer does not include any Customer Data that TenEleven de-identifies in accordance with this Agreement. Confidential Information of TenEleven includes, but is not limited to, the terms and conditions of this Agreement, any Purchase Schedule, all trade secrets, software, source code, Database, Access Credentials, information about Software or Services/any non-user facing aspect of the Software or Services, object code, specifications, documentation, business plans, roadmaps, customer lists and customer-related information, financial information, proposals, budgets, the results of testing and benchmarking of the Software or Services, and any information related to the pre-market testing and development of any Software or Service. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (1) is or becomes generally known or available to the public through no fault of the receiving Party, (2) was lawfully in the receiving Party's possession before receipt from the disclosing Party without a duty of confidentiality, (3) is lawfully obtained from a third Party who has the right to make such disclosure on a non-confidential basis, or (4) has been independently developed by one Party without reference to any Confidential Information of the other.

**Customer Data** means any data and information that Customer or its users provide, generate, transfer, or make available to TenEleven under this Agreement, whether printed, electronic, or in any other format. Customer Data shall not include any De-identified Data that TenEleven de-identifies in accordance with this Agreement.

**Customizations** means custom programming, which includes but is not limited to customized configurations, displays, formats, and reports.

**Data Center** means an entity that houses servers which host any applicable Services.

**Database** means the relational database provided to support the Software or Services.

**De-identified Data** means PHI and Personally Identifiable Information (“PII”) that is stripped of its identifiable elements, in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations, so as to render the individual’s data de-identified.

**Documentation** means user guides, instructions, release notes, manuals, online help files, and other materials made available by TenEleven which describe the use of the Software or Services.

**Effective Date.** The Effective Date is the beginning of the Term as specified on the initial purchase schedule, which shall be December 14, 2022.

**Endpoint Security Software** means software that protects endpoints from cybersecurity risks. This includes, without limitation, anti-virus software, firewalls, intrusion detection, and other software used to protect a computing system.

**Healthcare Providers** means, collectively, (1) Healthcare Providers who bill for the delivery of healthcare services, whether under their own National Provider Identifier (“NPI”) of an organization; (2) Healthcare Providers who provide a revenue generating services, whether billed under that provider’s NPI or otherwise.

**Intellectual Property** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which TenEleven has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**Personnel** means a Party’s employees, agents, contractors, and subcontractors.

**Professional Services** means any Professional Services and Billing Services offered by TenEleven, and any service defined as such in its corresponding Documentation or an applicable Purchase Schedule, Statement of Work, or Order Form, or similar contract document.

**Protected Health Information** or **PHI** has the meaning ascribed to such term at 45 CFR § 160.103.

**Protected Materials** means Software, Services, Customizations, training materials, or TenEleven Intellectual Property or Confidential Information.

**Professional Services** means any Professional Services and Billing Services offered by TenEleven, and any service defined as such in its corresponding Documentation or an applicable Purchase Schedule, Statement of Work, or Order Form, or similar contract document.



**Software and Services** means TenEleven-developed, licensed, or owned software product in machine readable object code (not source code), associated Database, the Documentation for any such product, and any associated Updates as described in its Documentation. Software includes any data base and licensed third party products. Software and Services includes any services defined as such in its corresponding Documentation or an applicable Purchase Schedule, Statement of Work, or Order Form or similar contract document.

**Updates** means major and minor releases, maintenance releases, corrections, other changes to the Software and Services. Updates exclude new products, modules, or functionality for which TenEleven charges a separate fee.

**Users** means any individual to whom Access Credentials are issued.

## 2. Purpose and Scope

2(a) **Master Agreement.** This Master Agreement establishes the terms and conditions applicable to all software, services, and products that Customer orders from TenEleven. Additional product or service-specific terms and conditions may be set forth in one or more "Attachments" that will become part of this Agreement when the product or service associated with such Attachments is purchased or licensed by Customer. All references to Master Agreement mean this document, exclusive of Attachments, Purchase Schedules, and Exhibits. All references to the "Agreement" mean, collectively, this Master Agreement, the Business Associate Agreement, any Attachments, amendments to this Master Agreement, and exhibits executed by the Parties. From time to time the Parties may execute or agree to additional Attachments, Purchase Schedules, or Exhibits under the terms of this Master Agreement.

2(b) **Purchase Schedules.** "Purchase Schedule" means the document(s), regardless of title, executed by the Parties which incorporates by reference the terms of this Master Agreement as well as applicable Attachments and Exhibits, and describes order-specific information, such as description of products or services ordered, license metrics, and fees. After execution of the initial Purchase Schedule, Customer may purchase additional Software or Services, or otherwise purchase additional license under subsequent Purchase Schedules executed by both Parties to the Agreement.

## 3. Financial & Payment Terms

3(a) **Fees and Payment Terms.** Fees and payment terms are specified in the applicable Purchase Schedule. Unless otherwise provided in the Purchase Schedule, the initial non-recurring fee(s) specified on the Purchase Schedule are due on the date the applicable Purchase Schedule is signed. All payments are non-refundable. Unless otherwise specified in the applicable Purchase Schedule, payment of all fees is due thirty (30) days after the invoice date. All payments must be in US dollars. Prices and fees are subject to taxes, as applicable, unless Customer has provided a valid tax exemption certificate number. Unless expressly provided for otherwise, fees paid or payable for Software or Services are not contingent under any circumstances upon the performance of any other Services, and may not be withheld. Payment of fees are under no circumstances subject or conditioned by the delivery of future products or functionality. Customer shall reimburse TenEleven for each non-sufficient fund charge TenEleven incurs for any payment made by Customer.

3(b) **Taxes.** Unless expressly provided for otherwise, the prices in this Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on TenEleven's net income, arising out of this

Agreement. If Customer is tax-exempt, Customer agrees to provide TenEleven a copy of its tax-exempt certificate prior to execution of any Purchase Schedule. Customer agrees to indemnify TenEleven from any liability or expense incurred as a result of Customer's failure or delay in paying taxes due.

3(c) **Intentionally Omitted.**

3(d) **Minimums.** Customer understands and agrees that fees are based on the number of licenses purchased, and that the number of licenses provided in the initial Purchase Schedule are minimum amount that Customer has committed to for the relevant term and cannot be decreased during such term. In the event Customer's actual need exceeds the number of licenses for each relevant Software or Service, then Customer must purchase additional licenses at TenEleven's then current rates.

3(e) **Intentionally Omitted.**

3(f) **Payment Disputes.** Customer must indicate that it is disputing any fees or expenses, in writing, within ten (10) business days of receipt of the invoice specifying such fees or expenses.

#### 4. Confidentiality

4(a) **Non-Disclosure.** Each Party will protect the other Party's Confidential Information from unauthorized dissemination and use the same degree of care that each Party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to further the purposes of this Agreement or as otherwise authorized herein. Neither Party will disclose to third Parties Confidential Information without prior written consent of the other Party except as authorized herein.

4(b) **Compelled Disclosure.** The receiving Party may disclose Confidential Information of the disclosing Party if its compelled by law to do so, provided the receiving Party gives the disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to context the disclosure.

4(c) **Copyright Placement.** TenEleven's placement of a copyright notice on any such portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of TenEleven.

4(d) The Confidentiality obligations of this Agreement do not apply to any communication from Customer regarding (1) the usability of any health IT, (2) the interoperability of any health IT, (3) the security of any health IT, (4) any relevant information regarding users' experiences when using health IT, (5) the business practices of TenEleven related to exchanging electronic health information, and the manner in which a user of the health IT has used such technology.

4(e) **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damage.

4(f) **System Monitoring.** TenEleven, its affiliates, Data Centers, and Clearinghouses may monitor Customer's usage, performance, and operation of the Software and Services using electronic, remote, and other means without notice to Customer.

## 5. Reservation of Rights

(5)(a) **Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by TenEleven and its licensors. Customer acknowledges that: (1) all Protected Materials are licensed and not sold; (2) Customer acquires only the right to use the Protected Materials and TenEleven and its licensors shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including without limitation (whether developed by TenEleven, Customer or a third Party) (a) Intellectual Property embodied or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of TenEleven and its licensors. Customer agrees to secure and protect the Protected Materials consistent with the maintenance of TenEleven's and its licensors' rights therein, as set forth in this Master Agreement. Customer agrees to execute such further instruments, and take such further actions as TenEleven may reasonably request, at TenEleven's expense, to apply for, register, perfect, confirm, and protect TenEleven's rights. Customer shall reimburse TenEleven for any and all expenses that TenEleven may incur (including interest, attorneys' fees and other legal expenses) in connection with TenEleven's efforts to enforce its rights against Customer with respect to the Protected Materials, or any of TenEleven's Intellectual Property rights in the event TenEleven prevails in such enforcement efforts.

(5)(b) **Restrictions.** Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third Party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) copy, decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than those who have licenses to access; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third Parties, or otherwise use the same on a 'service bureau' basis; (vii) otherwise use or copy the Protected Materials except as expressly permitted herein; or (viii) remove from any Protected Materials identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. For the avoidance of doubt, Customer may copy or reproduce Protected Materials for the limited purpose of creating internal training materials for use by Customer employees or agents in connection with their use of the Software and Services, provided that such materials are destroyed upon the termination of this Agreement. Customer shall ensure that all users of the Protected Materials comply with the terms and conditions of this Agreement, and shall promptly notify TenEleven of any actual or suspected violation. Further, Customer will cooperate with TenEleven with respect to investigation and enforcement of this Agreement.

## 6. Customer Responsibilities.

6(a) Customer is responsible for obtaining, deploying, and maintaining all computer hardware, software, modems, routers, or other equipment necessary for its Users to access and use the Software and Services as described in the Documentation. If any hardware, equipment, or third-Party software supplied

by Customer impairs Customer's system, causes it to fail, not to operate properly in connection with this Customer's system, TenEleven shall have no liability for such impairment, failure, or improper operation.

**6(b) Users' Compliance.** Customer assumes sole responsibility and liability for any Users' compliance with the terms and conditions of this Agreement. Customer further assumes sole responsibility and liability for results obtained from the use of Protected Materials and for conclusions drawn from such use. TenEleven shall have no liability for any claims, losses, or damages arising out of or in connection with Customer's or any of its Users use of the Protected Materials, any third-Party products, services, software, or websites that are accessed via links from within the Software or Services.

**6(c) Healthcare Providers' Responsibility.** Customer acknowledges and agrees that TenEleven is not a Healthcare Provider. Customer further agrees and acknowledges that TenEleven does not provide 24/7, synchronous, or emergency alerting. In the event that Software or Services, or any Database or any report or information generated from the Software and Services is used in connection with any diagnosis or treatment, Customer accepts all liability for such diagnosis or treatment. Customer agrees that the sole and exclusive responsibility for any medical decisions or actions with respect to a patient's medical care and for determining the accuracy, completeness, or appropriateness of any diagnostic, clinical, or medical information provided by the Software or the Services and any underlying Database resides solely with the Healthcare Provider. TenEleven assumes no responsibility for how such materials are used. The choice with Respect to when and how to use the Software or Services and any Database is the Healthcare Provider's responsibility and the same is to be used at the Healthcare Provider's discretion. Customer understands and agrees that the responsibility for medical treatment rests with the Healthcare Provider. None of the Databases, Software, or Services provided hereunder are intended in any way to suggest any procedures, medication, or physical findings for the patient or eliminate, replace, or substitute for, in whole or in part, the Healthcare Provider's judgment and analysis of a patient's condition. Customer is wholly responsible for obtaining all required patient consents or other authorizations necessary for Customer's or any Users' use of the Software or Services, including, without limitation, clinical data exchange or population health management services. Customer represents, warrants, and covenants that it shall comply with all relevant laws relating to the privacy and security of PHI and Personally Identifiable Information ("PII").

**6(d) Payers, Billing, and Overpayment.** Customer acknowledges and agrees that Customer is solely responsible for refunding any overpayment from a federal, state, or commercial payer, and is also responsible for complying with any unclaimed property laws. Unless specified separately in a Purchase Schedule or other amendment to this Agreement, Customer shall be solely responsible for billing any claims with the appropriate payers. Further, unless specified separately in a Purchase Schedule or other amendment to this Agreement, Customer shall be solely responsible for submitting reports and other data to applicable payers and other entities that may request it, such as auditors.

## **7. Customer Data.**

**7(a) Limited License.** Customer hereby grants TenEleven a limited, non-exclusive, royalty-free, worldwide license to use, reproduce, aggregate, and modify Customer Data and to perform all acts as necessary for TenEleven to provide the Software and Services to the Customer. Such license shall also permit TenEleven to use or modify the Customer Data for the purposes of creating De-identified Data from PII and PHI contained in the Customer Data. TenEleven intends to use De-identified, aggregated with the de-identified data of other TenEleven customers, to enable TenEleven to provide its customers more targeted, accurate, and useful insights.

7(b) **De-Identified Data.** Ownership of and all rights associated with the De-identified Data, including without limitation, those associated with Intellectual Property, shall vest with TenEleven upon the de-identification of the data. TenEleven may use, create, modify, aggregate, and disclose De-identified Data for any purpose not prohibited by law. TenEleven

7(c) **Customer Data.** As between Customer and TenEleven, all right, title, and interest in the Customer Data belong to and are retained solely by Customer.

7(d) **Feedback License.** TenEleven owns all right, title, and interest in and to any suggestion, enhancement, request, recommendation, or other feedback related to the Software and Services provided by Customer. Feedback shall not be considered Customer's Confidential Information pursuant to this Agreement.

## 8. Representations and Warranties

8(a) **Compliance Warranty.** Each Party represents, warrants and covenants that such Party has conducted reasonable inquiry and based thereon is informed and believes that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) its acceptance of and performance under this Agreement will not breach any oral or written agreement with any third Party or any obligation owed by it to any third Party to keep any information or materials in confidence or in trust; and (c) it will comply with any and all applicable local, state, and/or national laws or regulations applicable to such Party, including, without limitation, those related to PHI, Covered Entities, and Business Associates as each term is defined under HIPAA, and to any other laws or regulations regarding data privacy and transmission of personal data.

8(b) **HIPAA.** Each Party, to the extent applicable, will comply with laws and regulations applicable to the privacy and security of individually identifiable health information, including but not limited to state laws and regulations and the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and/or regulations promulgated thereunder ("HIPAA Regulations"). State law, HIPAA, HITECH, HIPAA Regulations and other federal laws and regulations are hereafter referred to collectively as "Privacy Laws". The Business Associate Agreement executed between the Parties, attached hereto as Exhibit B and hereby incorporated by reference, further describes the Parties' obligations with respect to compliance with HIPAA, HITECH, and HIPAA Regulations, and is hereby incorporated into this Agreement by reference.

8(c) **Warranty.** TenEleven warrants that, for the Term, the Software and Services will operate in all material respects in conformity with the functional specifications described in the Documentation. TenEleven further warrants that Professional Services will be performed in a professional and workmanlike manner. If the Software and Services or Professional Services do not perform or are not performed as warranted during the Term, TenEleven shall use commercially reasonable efforts to correct errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify TenEleven in writing of its claim. Provided that such claim is determined by TenEleven to be TenEleven's responsibility, TenEleven shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from TenEleven, then TenEleven or Customer may terminate the affected Service or Software, or Professional Service, and Customer will be entitled to, at TenEleven's election, (i) a substantially similar replacement Software and Service, or Professional Service, or (ii) termination of the Agreement. The preceding warranty cure shall

constitute TenEleven's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

8(d) **Third Party Products.** Customer acknowledges that certain portions of the Software and Services may contain Third Party Products. TenEleven may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. TenEleven makes no warranty with respect to any Third Party Products. Customer's sole remedy with respect to such Third Party Products shall be pursuant to the original licensor's warranty, if any, to TenEleven, to the extent permitted by the original licensor. Third Party Products are made available on an "AS IS, AS AVAILABLE" BASIS.

#### **9. Disclaimers and Limitation of Liability.**

9(a) **Warranty Disclaimer.** THE WARRANTIES, IF ANY, SET FORTH IN THE AGREEMENT ARE IN LIEU OF ANY OTHER WARRANTY. TENELEVEN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE ACCURACY OR USEFULNESS OF THE SOFTWARE OR SERVICE OR PROFESSIONAL SERVICE OR ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM PAST PRACTICE OR TRADE USE. WITHOUT LIMITING THE FOREGOING, TENELEVEN MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR SERVICE, OR DATABASE, OR STORAGE OF DATA, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF OR ANY PROFESSIONAL SERVICE, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF VIRUSES OR OTHER HARMFUL CODE, ERROR-FREE, OR THAT THE RESULTS OBTAINED FROM THE SERVICE OR PROCESSING OF DATA (OR ANY SOFTWARE OR OTHER CONTENT CONTAINED IN OR PROVIDED THROUGH THE SERVICE) ARE ACCURATE OR RELIABLE. FOR THE AVOIDANCE OF ANY DOUBT, TENELEVEN FURTHER EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS RELATED TO THE ELIGIBILITY FOR, TIMING, AND AMOUNT OF REIMBURSEMENT FROM ANY FEDERAL, STATE, OR COMMERCIAL PAYER THAT MAY RESULT FROM CUSTOMER'S USE OF THE SOFTWARE OR SERVICES. **TENELEVEN RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND IMPROVEMENTS TO THE PROTECTED MATERIALS AT ANY TIME AND WITHOUT NOTICE.**

9(b) CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE THE CUSTOMER'S INTENDED RESULTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND SOFTWARE, AND CUSTOMER DATA, AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, TENELEVEN CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY, OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

9(c) **Excluded Damages.** IN NO EVENT WILL TENELEVEN, ITS LICENSORS, CLEARINGHOUSES, DATA CENTERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ITS

USERS OR ANY OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, WHETHER OR NOT TENELEVEN HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9(d) **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, TENELEVEN, ITS LICENSORS', CLEARINGHOUSES', DATA CENTERS', AND SUPPLIERS' TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID TO TENELEVEN DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

9(e) **Limitation of Action.** No action (regardless of form) arising out of this Agreement may be commenced by Customer against TenEleven more than two (2) years after the cause of action arose.

9(f) **Transaction Accuracy.** If any information received from Customer and transmitted to a payer, pharmacy, or lab is not accurate as a result of a failure by TenEleven or any third party services provider, then the sole obligation and liability of TenEleven shall be to make reasonably commercial efforts to reperform the transaction. Neither TenEleven nor any third party services provider shall be liable for any actual or alleged monetary loss resulting from the use or inability to use any Software or Service. Any claims under this section must be asserted in writing within thirty (30) days after the transmission of the transaction on which such claim is based. Customer agrees to promptly provide TenEleven any documentation reasonably requested by TenEleven to support such a claim under this section.

9(g) **Transaction Services Limitations.** Neither TenEleven nor any third party services provider will have any (i) responsibility for determining the accuracy of any transaction, (ii) responsibility for settling disagreements or disputes between a payer, pharmacy, lab, and/or Customer, or (iii) any liability for the acts or omissions of a payer, pharmacy, lab, or Customer.

9(g) **Basis of the Bargain.** CUSTOMER ACKNOWLEDGES AND AGREES THAT TENELEVEN HAS OFFERED ITS SERVICES AND SOFTWARE AND ENTERED INTO THIS AGREEMENT TO WHICH IT IS A PARTY IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN CUSTOMER AND TENELEVEN, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND TENELEVEN. CUSTOMER ACKNOWLEDGES AND AGREES THAT TENELEVEN WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE TO CUSTOMER ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

## 10. Indemnification

10(a) **Indemnification by Customer.** Customer shall indemnify and hold harmless TenEleven and its officers, directors, employees and agents ("TenEleven Indemnified Parties"), from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys'

fees and expenses) (“Losses”), arising, directly or indirectly, out of or relating to any claim, action or proceeding (a “Claim”) brought by a third Party based on (i) the improper use or operation of the Software or Services (and any third Party software provided to Customer pursuant to this Agreement) by Users and/or Customer, including, without limitation, any non-authorized use of Customer’s user logins, provided, however, that Customer shall have no indemnification obligation for any claim for which the proximate cause was the gross negligence or willful misconduct of TenEleven; (ii) a breach of the Agreement by Customer or any of its Users, (iii) the accuracy, quality, integrity, legality, reliability or appropriateness of Customer Data or any other content or data introduced to the Software and Services by any User; (iv) violation of any applicable law, rule or regulation by Customer or any of the Users, (v) the diagnosis and/or treatment of any of Customer’s patients; and/or (vi) the negligent acts or willful misconduct of Customer or its personnel. Customer will pay all Losses (whether by settlement or award of by a final judicial judgment) incurred by the TenEleven Indemnified Parties from any such Claim.

**10(b) Indemnification by TenEleven.** Subject to limitations of liability as set forth in Section 9, TenEleven agrees to defend Customer and its officers, directors, employees and agents (a “Customer Indemnified Party”) from and against any Claims brought by a third Party resulting from or arising out of (i) the unauthorized disclosure by TenEleven of PHI in breach of the Business Associate Agreement by TenEleven; and (ii) a successful claim that the Software or Services infringes or misappropriates the patent, trade secret, trademark, copyright or other Intellectual Property Rights of any third Party (an “Infringement Claim”). TenEleven will pay all Losses (whether by settlement or award of by a final judicial judgment) incurred by the Customer Indemnified Parties from any such Claim.

## 11. Termination

**11(a) Term.** This Agreement shall remain effective and in place pursuant to the Term specified in the initial Purchase Schedule. In no event shall the Term be fewer than twelve (12) months from the Effective Date.

**11(b) Intentionally Omitted.**

**11(c) Nonpayment.** If Customer fails to make timely payments of any fees, (1) Customer shall be in material breach of this Agreement, (2) TenEleven shall be entitled to collection all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then-current term of the applicable Software and Services are immediately due and owing, and (3) Customer shall be responsible to pay any collection expenses, including reasonable attorneys’ fees, incurred by TenEleven.

**11(d) Suspension of Services.** TenEleven will be entitled to suspend any or all services upon fifteen (15) days written notice to Customer in the event Customer is in breach of this Agreement.

**11(e) Mutual Agreement.** This Agreement shall terminate upon the mutual written agreement of Customer and TenEleven as of the date of signature or other effective date set forth on the written instrument.

**11(f) Material Breach & Cure Period.** Either Party may terminate this Agreement following a material breach by the other Party which is not cured during the Cure Period. The non-breaching Party



shall notify the breaching Party of the breach in writing and the breaching Party shall have thirty (30) days (the "**Cure Period**") to cure the breach or to provide the nonbreaching Party with a plan reasonably acceptable to the nonbreaching Party for curing the breach following receipt of the notification. If the breaching Party fails to cure the breach within the Cure Period or according to a plan reasonably acceptable to the nonbreaching Party, then the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

11(g) **Bankruptcy.** TenEleven may terminate this Agreement if, with respect to Customer, there is a filing of a voluntary or involuntary petition in bankruptcy if such petition is not dismissed within thirty (30) days of such filing or upon the appointment of a receiver or trustee to take possession of all, or substantially all, of Customer's assets, if such appointment is not terminated within thirty (30) days.

11(h) **Exclusion.** Either Party may terminate the Agreement if the other is excluded from participation in Medicare.

11(i) **Legal Conflicts with the Agreement.** TenEleven may terminate this Agreement for any reason provided by legal counsel that termination is required to avoid a violation of law if the arrangement were to continue under the existing terms of the Agreement, to the extent the Parties are unable to mutually agree to reformation terms.

11(j) **Effect of Termination.** Unless otherwise stated below, upon expiration or termination of this Agreement for any reason, (a) the license(s) shall terminate and the Customer shall not use or access, directly or indirectly, the Software and Services; (b) TenEleven's obligation to perform support services shall cease; and (c) all fees and other amounts owed to TenEleven will be immediately due and payable by Customer. If Customer has made any copies of TenEleven property or materials, including without limitation the Software and Services, Customer shall either destroy or return to TenEleven all such copies along with a certificate signed by Customer that all such copies have been either destroyed or returned, respectively, and that no copy or any part of the aforementioned software, data or materials has been retained by Customer in any form.

11(k) **Data Export.** Upon termination of this Agreement, Customer shall bear the full responsibility for the migration of its data to new software or services. TenEleven will provide data exports and any other assistance related to the migration of its data according to the terms and at the rate(s) specified in the attached Transition Services Amendment, subject to the price increases provided for in this Agreement.

## 12. Miscellaneous

12(a) **Insurance.** TenEleven shall maintain, at its own expense and in the minimum amounts specified herein: (1) Professional Errors & Omissions insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, (2) Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and (3) Workers Compensation insurance in an amount not less than applicable statutory limits.

12(b) **Non-solicitation and Noncompete.** Customer acknowledges and agrees that the employees and contractors of TenEleven who perform the Services are a valuable asset to TenEleven, that TenEleven expended significant resources in recruiting and training such employees and contractors, and that such employees and contractors are and would be difficult for TenEleven to replace. Accordingly, Customer agrees that, for the term of this Agreement and for a period of twelve (12) months thereafter, it will not offer to retain any such employee or contractor, whether as an employee, independent contractor or otherwise. In the event Customer breaches the prohibition against solicitation, the parties agree that it

would be difficult to determine the amount of actual damages to TenEleven that would result from such breach. The parties further agree that in the event Customer breaches the provisions of this section, Customer shall pay TenEleven liquidated damages equal to one-hundred (100) percent of such employee or contractor's annualized compensation, which is the parties' good faith estimate of the amount of damages to TenEleven from such breach. Additionally, during the Term of this Agreement and for two (2) years thereafter, Customer is prohibited from directly or indirectly creating, operating, or managing a service, program, legal entity, or business model that in any way competes with TenEleven business model or operations. A breach of this Section will be considered a material breach of the Agreement and will allow for termination for Cause and subsequent legal action.

12(c) **Subcontractors.** TenEleven may use its affiliates or subcontractors to perform its obligations hereunder.

12(d) **Notices.** Any notices, requests, consents, demands or other communications required or permitted under this Agreement will be in writing and deemed to have been duly given either: (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested), delivered personally by commercial courier, or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier; and in each case to the Parties at the following addresses (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid. Notices to TenEleven shall be sent to the following address: Attention: Legal Counsel, 2 20th St. N., Ste. 500, Birmingham, AL 35203. Notices to Customer shall be sent to the address specified in the Purchase Schedule.

12(e) **Amendment.** Except as may otherwise be specified in this Agreement, this Agreement may be modified, changed or amended only by a dated written instrument executed by a duly authorized person of each Party.

12(f) **Waiver; Severability.** The failure of any Party to insist in any one or more instances upon performance of any term of this Agreement will not be construed as a waiver of future performance of the term, and the Party's obligations for the term will continue in full force and effect. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire Agreement in that jurisdiction.

12(g) **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TenEleven may assign or transfer this Agreement, without Customer's consent, to any of TenEleven's affiliates, subsidiaries, entities controlled by or under common control with TenEleven, or in the event of a merger, change of control or sale of substantially all of its assets. This Agreement will bind the Parties and their respective successors and assigns and will inure to the benefit of the Parties and their respective permitted successors and assigns.

12(h) **Force Majeure.** If any Party is unable to perform any of its obligations under this Agreement (other than payment obligations) because of any cause beyond the reasonable control of and not the fault of the Party invoking this section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing Party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, such non-performing Party will give prompt notice to the other Party, its

performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences.

12(i) **Relationship of the Parties.** The sole relationship between the Parties is that of independent contractors. This Agreement will not create a joint venture, partnership, agency, employment or other relationship between the Parties. Nothing in this Agreement will be construed to create any rights or obligations except among the Parties; and no person or entity will be regarded as a third-Party beneficiary of this Agreement, except as otherwise provided in this Agreement.

12(j) **Survival.** Any term of this Agreement that contemplates performance after termination of this Agreement will survive expiration or termination and continue until fully satisfied.

12(k) **System Availability.** Customer understands that as part of scheduled maintenance and other planned downtime events, as well as certain events outside of TenEleven's direct control resulting in unplanned downtime events, Customer's access to the Software and Services, hosted by either TenEleven or Customer, may be partially or completely restricted.

12(l) **Versioning.** TenEleven shall only support the most recent version of its Software

12(m) **Anti-Kickback Statute.** The Parties to this Agreement certify that this Agreement and any payments made, or items or services provided hereunder were determined in a manner that does not take into account the volume or value of referrals or business generated between the Parties. The Parties agree that this Agreement and their relationship is intended to comply with 42 U.S.C. Section 1320a-7b, commonly referred to as the Anti-Kickback Statute.

12(n) **Injunctive Relief.** The Parties agree that, in the event of any breach of any of the covenants and agreements set forth in this Agreement, the non-breaching Party would encounter extreme difficulty in attempting to prove the actual amount of damages suffered by it as a result of such breach and would not have adequate remedy at law in such event. The Parties therefore agree that, in addition to any other remedy available at law or in equity, in the event of such breach, the non-breaching Party shall be entitled to seek and receive specific performance and temporary, preliminary and permanent injunctive relief from violation of any of said covenants and agreements from any court of competent jurisdiction without necessity of proving the amount of any actual damage resulting from such breach and without the necessity to post a bond or other security.

12(o) **Interpretation.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any attachment or purchase schedule, the terms of this Master Agreement shall control unless the purchase schedule or attachment expressly states the intent to supersede a specific portion of the Master Agreement. To the extent that any provision of this Agreement conflicts with the provisions of a third Party EULA, the terms of that third Party EULA will take precedence. To the extent that any provision of this Agreement conflicts with the Business Associate Agreement, the Business Associate Agreement shall take precedence.

12(p) **Headings and Drafting.** The headings in this Agreement shall not be used to construe or interpret the Agreement. This Agreement shall not be construed in favor of or against a Party based on the author of the document.

12(q) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the Parties agree that facsimile, pdf scanned

copies of signatures, and/or documents executed using any secure online or electronic signature system (e.g. HelloSign) shall be as effective and binding as original signatures.

**12(r) Prior Agreements.** If, prior to the Effective Date, Customer purchased or licensed from TenEleven, or any of its predecessors or affiliates, software, services or other products pursuant to any license agreement(s) or similar contract(s) (such agreement(s) being the "Prior Agreement"): (i) All Prior Agreements are hereby terminated as of the Effective Date and are of no further effect and this Agreement governs the entirety of the Parties' relationship at all times, provided that obligations for payments not yet made and obligations of confidentiality shall survive termination of the Prior Agreement.

**12(s) Publicity.** Neither Party will issue any press release or other voluntary public communication regarding this Agreement or the relationship described by this Agreement without giving the other Party an opportunity to review and comment upon such communication and obtaining the written consent of the other Party. Notwithstanding the foregoing sentence, during the term of this Agreement, TenEleven may identify Customer publicly as TenEleven customer in press releases, on its website, or otherwise, and Customer may identify TenEleven publicly as a vendor of Customer in press releases, on its website, or otherwise, provided that such identification does not reveal any terms of this Agreement beyond the basic nature of the services provided and does not mischaracterize the relationship. In addition, Customer agrees to release a joint press release upon the execution of this Agreement, subject to Customer's reasonable prior review and approval.

**12(t) Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Protected Materials are not exported, directly or indirectly, in violation of United States law.

**12(u) Entire Agreement.** This Agreement, including all applicable attachments and purchase schedules, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

**12(v) No Third Party Beneficiaries.** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third Party, including any employee of a Party, any client of a Party, or any employee of a client of a Party.

**12(w) Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Agreement.

**12(x) Class Action Waiver.** The Parties agree that any litigation arising out of or relating to this Agreement may only be maintained on an individual basis, and any right to pursue any claims arising out of or relating to this Agreement may not consolidate more than one Party's individual claims or be raised on behalf of a class of Parties.

**12(y) Governing Law and Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the appropriate complex business litigation division of the state or federal courts located in or encompassing, as the case may be, Birmingham, Alabama, to whose exclusive jurisdiction the Parties hereby consent. In any court action governed by this section, the

prevailing party will be entitled to its costs and reasonable attorney's fees, in addition to any other relief to which that party may be entitled.

DATED THIS 30 day of March, 2023.

TenEleven Group, LLC

*Mary Carol Morrissey*

Signature

DATED THIS 12<sup>th</sup> day of April, 2023.

Theodore T. Kusnierz, Jr., Chair of the Board of Supervisors of Saratoga County

*Theodore T. Kusnierz, Jr.*  
Signature  
Per Res 325 2022

APPROVED: 4/4/2023

*m. zhang*  
SARATOGA COUNTY ATTORNEY

## PROFESSIONAL SERVICES ATTACHMENT FOR BILLING AND OTHER SERVICES

### 1. Statements of Work.

1.1 **Statements of Work.** From time to time, Customer and TenEleven may agree on certain Professional Services to be performed, and in that case shall prepare a statement of work in substantially the form set forth in **Exhibit A**, or in such other form as agreed upon by the parties (a "**Statement of Work**"). Each Statement of Work, upon execution by both of the parties hereto, will be incorporated into the underlying Master Agreement between the Parties. TenEleven shall perform for Customer the services described in each Statement of Work ("**Professional Services**"). Customer shall comply with the obligations designated as the responsibility of Customer, if any, set forth in each Statement of Work. During the term set forth in any Statement of Work, TenEleven may incur substantial increases in technology and/or personnel costs due to changes in the law, Customer requirements, or other unforeseen events, to protect the confidentiality, integrity, privacy and availability of Customer data. In such cases, TenEleven may update the fees in any current Statement of Work to reflect such changes and provide written notice thereof to Customer with the updated Statement of Work (an "**Updated SOW**"). Customer shall have fourteen (14) calendar days, commencing on the day TenEleven provides Customer with the updated Statement of Work ("**Review Period**"), to review the updated fee structure. During any Review Period Customer may elect to terminate the applicable Statement of Work by (a) providing written notice thereof to TenEleven during the Review Period (a "**Termination Notice**"), and (b) paying TenEleven for all amounts then due to TenEleven pursuant to the Statement of Work (a "**SOW Termination**"). Additionally, after receiving a Termination Notice TenEleven shall provide Customer with an invoice for any amounts owed for Professional Services but not yet due and outstanding at the time of the Termination, and Customer shall pay TenEleven for all such amounts. Thereafter the parties shall have no further obligations to each other pursuant to the applicable Statement of Work. If Customer does not provide a Termination Notice to TenEleven during any applicable Review Period the Updated SOW shall go into effect on the first day following the Review Period and it shall supersede and replace the prior Statement of Work.

1.2 **Change Orders.** If the parties mutually agree to change the terms of a Statement of Work (other than pursuant to the procedure described above in Section 1.1), including but not limited to the type or amount of Professional Services to be performed, the parties shall prepare and execute a written change order (a "**Change Order**") stating, at a minimum: (a) the effective date of the Change Order; (b) the specific changes, with reference to the affected sections of the Statement of Work; and (c) the effect of the changes on any fees or other amounts to be paid under the Statement of Work. Once executed, a Change Order will become a part of, and will be incorporated into, the related Statement of Work.

1.3 **Lost Time.** TenEleven's obligations are subject to the complete and timely compliance by Customer with Customer's obligations set forth herein and in any applicable Statement of Work. In addition to any Customer obligations set forth in a Statement of Work, Customer shall, in a timely manner: (a) provide TenEleven with all data TenEleven needs to perform the Professional Services including diagnostic codes, billing codes, and payer information; (b) ensure the necessity and appropriateness of the Professional Services, and the accuracy and completeness of the coding of all claims which are submitted to TenEleven and its systems; (c) perform such tasks and provide such tangible and intangible items that are requested by TenEleven and that are deemed reasonably necessary for TenEleven to perform Professional Services, including, but not limited to, providing relevant or requested insurance payer or patient correspondence, and access to payer portals. The remainder of this Section will only apply to Professional Services performed by TenEleven pursuant to a Statement of Work on a fixed-fee or fixed-percentage basis. Any delays or additional costs incurred by TenEleven during the course of a fixed-fee or fixed-percentage engagement as a result of Customer's failure to provide timely and properly the cooperation described in this Attachment ("**Lost Time**") shall be the responsibility of Customer and payment for all Lost Time shall be made to TenEleven at TenEleven's then-current rates. Any payments for Lost Time will be in addition to any fixed-fee or fixed-percentage for Professional Services. "Lost

Time" will include without limitation: (i) any time TenEleven stands idle as a result of any failure of Customer to comply with Customer's obligations as set forth herein or in the applicable Statement of Work, and (ii) any time and materials expended by TenEleven that are demonstrated by TenEleven to have been the result of an error or discrepancy in materials, technology or information provided by Customer rather than errors by TenEleven.

## **2. Compensation.**

**2.1 Professional Services.** Customer shall pay TenEleven for performing the Professional Services as stated in the related Statement of Work. All rates indicated shall increase, at TenEleven's option: (1) by five percent (5%), or (2) the most recent aggregate change in the Consumer Price Index, every twelve (12) months. "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index.

**2.2 Payments.** TenEleven shall invoice Customer for all amounts on or after the due date. Payment terms are net thirty (30) days. Any amounts due to TenEleven under this Attachment not received by the date due will be subject to a service charge of 1.5% per month, or the maximum charge permitted by law, whichever is less. All payments are non-refundable. Unless expressly provided for otherwise, fees paid or payable for Professional Services are not contingent under any circumstances upon the performance of any other Professional Services, and may not be withheld.

## **3. Term and Termination.**

**3.1 Term.** Any Statement of Work will commence on the Effective Date and will continue until December 14, 2027 or as otherwise agreed in such Statement of Work or until terminated as provided in this Section 3.

**3.2 At-Will Termination.** If one or more Statements of Work is in effect, either party may terminate this without cause no less than ninety (90) days prior to the last day of the term of the Statement of Work with the latest end date. If Customer terminates any Statement of Work pursuant to the prior sentence, Customer shall pay TenEleven, for each effected Statement of Work, the remainder of the term's anticipated fees based on the greater of (a) estimated volume or (b) the running average of monthly fees that were accrued at the point of early termination.

**3.3 Termination for Material Breach.** If either party defaults in the performance of any of its material obligations under any Statement of Work and such default is not corrected within thirty (30) days after receiving written thereof from the other party, the non-defaulting party may, at its option, terminate this the applicable Statement of Work by giving written notice thereof to the defaulting party, in addition to any other remedies it may have. Notwithstanding the foregoing or any of TenEleven's other remedies, TenEleven may immediately terminate the Professional Services provided pursuant to a Statement of Work if Customer, as determined by TenEleven in its sole discretion, (a) engages in fraudulent or questionable billing practices, (b) behaves in an unprofessional manner, or (c) did not accurately describe to TenEleven, prior to the execution of any Statement of Work, the processes and billing complexities inherent to Customer's business, and the inaccuracies create an extraordinary burden on TenEleven to fulfill the terms of any applicable Statement of Work. Without limiting TenEleven's rights pursuant to the foregoing, if TenEleven terminates this Agreement pursuant this Section 3.3, Customer shall, in addition to all other remedies TenEleven may have, pay TenEleven, for each Statement of Work then in effect, the remainder of the term's anticipated fees based on the greater of (a) estimated volume or (b) the running average of monthly fees that were accrued at the point of early termination. Upon any termination pursuant to this Section 3.3, Customer shall also pay to TenEleven all fees for Professional Services performed by TenEleven.

**3.4** TenEleven will be entitled to suspend any or all Professional Services upon fifteen (15) days notices to Customer in the event Customer is in breach of the terms of this Attachment.

#### 4. **Warranties; Disclaimer; Indemnity; Limitation of Liability.**

4.1 **Customer Warranty.** Customer represents and warrants that: (a) Customer complies with all applicable laws regarding the collection, use, disclosure, storage and processing of data; (b) all of the data and materials Customer provides to TenEleven is accurate and truthful, and complies with all applicable laws, rules, and regulations; and (c) TenEleven has the right to use, store, disclose and process such data and material to perform Professional Services as described in a Statement of Work.

4.2 **Indemnity.** Customer shall indemnify and hold TenEleven and its employees and officers harmless from any fees, damages (including reasonable attorneys' fees), and other costs incurred by TenEleven or its employees or officers arising from any breach by Customer of its warranties under this Attachment.

6. **Privacy Requirements.** The parties agree to the following with regard to the processing of Personal Information and DP Law. "**Personal Information**" means information that identifies, relates to, or describes an identifiable natural person, or, where applicable, "**Personal Information**" has the same meaning as set forth in the California Consumer Protection Act ("**CCPA**"). "**DP Law**" means the applicable data privacy law of the jurisdiction in which Customer or TenEleven operate (including, but not limited to the CCPA), and any implementing laws, regulations, and secondary legislation as amended or updated from time to time.

6.1 TenEleven will ensure that it and/or any person acting under TenEleven's authority will (a) handle Personal Information in compliance with DP Law; (b) retain, use, disclose, transfer, or otherwise process Personal Information only for the specified purpose of performing Professional Services for Customer in accordance with the terms of this Attachment, an applicable Statement of Work, or other written instruction; (iii) not sell the Personal Information of Customer; (iv) offer, where required by DP Law, reasonable assistance to Customer regarding any request to provide, amend, transfer or delete Personal Information or to stop, mitigate, or remedy any unauthorized processing of Personal Information; (v) promptly notify Customer of any requests or complaints with respect to use of Personal Information received by TenEleven, though Customer is solely responsible for verifying any requestor's identity and responding to such requests.

6.2 Customer and TenEleven shall be separately responsible for compliance with DP Law. Customer shall (i) inform TenEleven without undue delay and comprehensively about any errors or irregularities regarding the processing of Personal Information detected; (ii) be solely responsible for notification and/or consent obligations toward the subjects of Personal Information and any relevant regulatory authorities required by DP Law; (iii) notify TenEleven immediately of any revoked consent or requests to cease processing of Personal Information.

6.3 To the extent permitted by DP Law, TenEleven may aggregate, deidentify, or anonymize Personal Information or Protected Health Information so it no longer meets the definition of Personal Information or Protected Health Information, and may use such aggregated, deidentified, or anonymized data for its own business purpose or commercial purpose. TenEleven will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized Personal Information.

6.4 Customer authorizes TenEleven to disclose or transfer Personal Information to, or allow access to Personal Information by, third parties solely for purposes of providing the Professional Services for Customer. TenEleven will, prior to any disclosure, ensure the third-party is held to obligations concerning Personal Information substantially similar to those in this Attachment.

#### 7. **Miscellaneous.**



7.1 **Captions.** The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Attachment.

7.2 **PHI.** Customer will not send Protected Health Information (which shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501) until TenEleven and Customer have fully executed a Business Associate Agreement.

7.3 **Exclusivity.** During the Term specified in any applicable Statement of Work, Customer agrees that TenEleven will be the exclusive provider of the Professional Services specified in the applicable Statement(s) of Work at all present or future locations, sites, or facilities that Customer owns or controls. Customer shall not solicit bids, quotes, or contracts another provider of the Professional Services during the Term of any applicable Statement of Work for the provision of Professional Services to such additional locations, sites, or facilities not presently covered by this Agreement.

DATED THIS 30 day of March, 2023.

TenEleven Group, LLC

*Mary Carol Morrissey*

\_\_\_\_\_  
Signature

DATED THIS 12<sup>th</sup> day of April, 2023.

Theodore T. Kusnierz, Jr., Chair of the Board of Supervisors of Saratoga County

*Theodore T. Kusnierz, Jr.*  
\_\_\_\_\_  
Signature

APPROVED: 4/4/2023

*Wm J. Stranger*  
\_\_\_\_\_  
SARATOGA COUNTY ATTORNEY

## AMA SUPPLEMENTAL LICENSE TERMS ATTACHMENT

These American Medical Association (“AMA”) Supplemental License Terms, as amended from time to time (“AMA Supplemental Terms”), constitute the supplemental license terms of the AMA as a third-party vendor to TenEleven and an intended third-party beneficiary of the Master Agreement between Customer and TenEleven. These AMA Supplemental Terms are hereby incorporated into the Master Agreement for all of TenEleven’s products (“TenEleven Product(s)”), without need for further action.

### 1. Grant of Rights, Restrictions, and Obligations:

- (a) TenEleven uses content from the print publication Current Procedural Terminology, Fourth Edition (CPT), which is copyrighted by the American Medical Association. CPT® is a registered trademark of the AMA.
- (b) TenEleven as a party to a license agreement with the AMA (“AMA License”) is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use CPT content in the TenEleven Products for the sole purpose of internal use by Customer within the United States. The fees for the sublicense will be included on Customer’s invoice for the TenEleven Products and collected by the TenEleven from Customer for payment to the AMA. The sublicense granted hereunder shall automatically terminate upon termination of the AMA License unless prior written consent of AMA is obtained by the TenEleven or a direct license between Customer and the AMA is entered.
- (c) The provision of updated CPT content in the TenEleven Products is dependent on a continuing contractual relationship between the TenEleven and the AMA.
- (d) Customer is prohibited from making CPT content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the TenEleven’s products, or a copy or portion of CPT content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.
- (e) Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the CPT content is at Customer’s sole risk and the CPT content is provided “as is” without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The CPT content does not replace the AMA’s Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the CPT content should be used only as a guide.
- (f) Customer is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the TenEleven, of the same type as required of the TenEleven under the AMA License. All records and reports required under this section shall be subject to audit by the AMA.

2. **Notices:**

- (a) Customer understands and acknowledges that CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA.
- (b) *U.S. Government Customers.* CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This Agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

3. **Miscellaneous:**

- (a) Customer must ensure that anyone with authorized access to the TenEleven's software services will comply with the provisions of these AMA Supplemental Terms.
- (b) AMA shall be a third-party beneficiary of these AMA Supplemental Terms.
- (c) Customer expressly consents to the release of its name to the AMA in connection with royalty payments for use of CPT content in the TenEleven's software services.

## Renewal Purchase Schedule

This Purchase Schedule ("Purchase Schedule") incorporates by reference and is governed by the Software as a Service (SaaS) License Agreement ("Master Agreement") between Customer and TenEleven Group, LLC ("TenEleven") with an Effective Date of December 14, 2022. In the event of a conflict between this Purchase Schedule and the Master Agreement, the Master Agreement shall prevail. If the Purchase Schedule contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Purchase Schedule shall prevail against the enumerated language in the Master Agreement.

By signing this Purchase Schedule, Customer verifies that it has read TenEleven's Master Agreement, and any other terms and conditions, and acknowledges its agreement to be bound by them.

The Parties may execute, from time to time, additional Attachments, Purchase Schedules, and/or Exhibits under the terms of the Master Agreement.

DATED THIS 30 day of March, 2023.

TenEleven

*Mary Carol Morrissey*

Signature

DATED THIS 12<sup>th</sup> day of April, 2023

Theodore T. Kusnierz, Jr.  
Chairman, Board of Supervisors  
County of Saratoga County

*Theodore T. Kusnierz, Jr.*

Signature

APPROVED: 4/4/2023

*W. Branger*

SARATOGA COUNTY ATTORNEY

Customer Initials:

Order Summary	
Licensed System	\$2,436
Term (months)	60
Monthly charges (recurring)	\$4,307
Annual Subscription to System	\$51,684
Billing Cycle	Monthly in advance in USD
Invoice Due Date	Net 30
Professional Services	n/a
Effective Date	12/14/2022

Customer Initials:

<b>Hosted Solution for 60 Month Term 75 Named Users</b>	<b>Monthly Amount</b>
<b>eCR Hosted Solution</b> - Monthly Hosting Fees including Software Licensing, Support and Maintenance:	\$2,436
· Additional modules per attached schedule	\$1,871
<i>Total cost of added mods = \$112,263</i>	
<b>Professional Implementation Service Fees including:</b>	
· Project Management	
· Installation, Configuration and Testing	\$0
· Training	
<i>Total cost of PS = \$0</i>	
<b>Total Investment: (Plus any applicable Taxes)</b>	<b>\$4,307</b>

**Note: One-time Prepayment of any fees will reduce monthly amount.** **\$0**  
**Pricing above assumes a down payment of:**

<b>Estimated Monthly Ability Clearing House Fees - Budget Only (not incl above)</b>	
<i>Monthly Estimated Volume = 4259 @ 0.3 per Trx</i>	\$1,278
* We will invoice monthly for actual claim volume at per claim amount for insurance billing (837) and per transaction for eligibility checking (270)	
** Pass Through Fees (PTF) – Some Payers and third party vendors charge a fee to access eligibility information ("Pass Through Fees"). PTF are not included in the monthly transaction fees identified above and will be billed separately. TenEleven Group (TEG) can supply a list of payers currently known to charge PTF. PTF are subject to change. Customer acknowledges that TEG does not set and has no control over PTF. To the extent TEG is provided with a notice of a change in PTF from any payer or third party vendor, TEG will provide Customer such notice.	

**Additional Terms & Conditions**

- This Purchase Schedule shall have a term of [60] months, and unless otherwise terminated as provided therein, the Master Agreement shall continue and remain in full force and effect until the date of expiration of this Purchase Schedule or any Statement of Work executed hereunder, if later.
- The System must be accessed from within the United States. In the event Customer accesses the System outside of the United States, it does so at its own risk, and indemnifies TenEleven from any cause of action, whether in law, equity, or administrative that arises from such use. Accessing the System from outside the United States gives TenEleven the right to terminate this Purchase Schedule and the Master Agreement.

Customer Initials:

Subscription(s) to Software			
Product	License Metric	Quantity	Price (monthly)
VPN Solution	Per user	75@\$6.00/each	450.00
Monthly License Fee: EPCS w PDMP including eRx (per provider)	Per provider	9@\$96.00/each	864.00
FormLab Custom Forms Module (per user)	Per user	1	52.00
Health Information Exchange Interface (per HIE)	Per HIE	1	170.00
Patient Form Portal	Per user	75@\$2.00/each	150.00
eCR Hosted:	Per user	75@\$32.48/each	2436.00
Communications Log	Per customer	1	105.00
DLA-20 Assessment Tool	Per customer	1	52.00
Accounting of Disclosures	Per customer	1	28.05
<b>Total Monthly Recurring Subscription Services</b>			<b>\$4,307.05</b>

Category	Module	One-Time Set Up & Training Costs	Monthly Support	Qty	Price Per Unit	One-Time Set Up & Training Discount
eRX	EPCS (per provider*) (this option includes eRx)	1,402.50	864	9	\$96.00	100%
Interface	Health Information Exchange Interface (per HIE)	1,000.00	170.00	1		100%
Compliance	Accounting of Disclosures Module	300.00	28.05	1		100%
Compliance	DLA-20 Assessment Tool	300.00	52.00	1		100%
Compliance	Communications Log	600.00	105.00	1		100%
Forms	FormLab (Custom Forms Module per user)	300.00	52.00	1		100%
Patient	Patient Form Portal (\$2 per # of contractual users, minimum \$1,683 per year)	-	150.00	75	\$2.00	
VPN	VPN Solution - Mobile Users (\$6 user / month)	-	450.00	75	\$6.00	
	<b>Total Additional Module Fees:</b>	<b>#####</b>	<b>1,871.05</b>			
	<b>Discounted AM Fees</b>	<b>\$0</b>				
	<b>Total AM Discount %</b>	<b>100%</b>				

\* "Provider" is defined as any Authorized End User that has legal authority to sign prescriptions  
\*\* EPCS w PDMP - assumes Dr First has PDMP functionality in the agencies physical state  
\*\*\* File Submissions currently available: FASAMS, BHCD, OASAS (PAS44, PAS45, PAS46, PAS61), OMH PCS, DARMHA, ICE, DARTS  
\*\*\*\* Separate agreement with an appointment reminder company (Intrado/ConfirmIT) is required and a transaction fee will be charged by that provider  
\*\*\*\*\* Available MIPS measures: MIPS Quality ID's 130, 134, 226, 383, 391, 402, 370, 431

Customer Initials:

## **Additional Terms & Conditions**

- Each individual, whether an employee, contractor, subcontractor, affiliate, partner, or otherwise, who accesses or uses the System on Customer's behalf must have their own access credentials. Users may not share access credentials with any other individual.
- Client means a person who is receiving clinical or other services from Customer.
- Provider means any individual with a National Provider Identifier ("NPI").
- If Customer has also contracted TenEleven to perform RCM services as set forth in any applicable Statement of Work, Customer acknowledges and agrees that the fees set forth for Subscription(s) for Software are based on Customer's continued use of TenEleven to perform RCM services. In the event that Customer, for any reason, terminates an applicable Statement of Work for RCM services, Customer agrees that TenEleven shall have the right to (1) adjust its pricing for Subscriptions to Software, or (2) terminate this Purchase Schedule and the Master Agreement.
- Professional Services are provided on a fixed scope. This Purchase Schedule is subject to any Professional Services Statement of Work executed between Customer and TenEleven.
- Professional Services are also subject to the terms and conditions of the Master Agreement and the Professional Services Attachment, if such an Attachment is executed by the parties.
- RCM Monthly Charges are a percentage of total AR collected as measured in USD, depending on the volume collected.

Customer Initials:



## **Amendments to Master Agreement**

1. Any notification periods for security incidents specified under the Master Agreement or the HIPAA Business Associate Agreement shall be measured from a determination by the Chief Information Security Officer for Ten Eleven's parent company that there has been an unauthorized access, use, disclosure, modification, or destruction of Customer's Data.

2. The parties agree to negotiate in good faith and use commercially reasonable efforts to enter into a new Master Agreement and related documentation at least sixty (60) days prior to the expiration of this Purchase Schedule.

**Customer Initials:**

**BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT is made as of July 12,2022, by and between  
Saratoga County Mental Health Center, having its principal offices at  
40 McMaster St., Ballston Spa, NY 12020

\_\_\_\_\_  
("Covered Entity") and TenEleven Group, LLC, with a primary  
business address of 6047 Transit Road, Suite 103, East Amherst, NY 14051  
\_\_\_\_\_  
("Business Associate" "TenEleven").

**RECITALS**

**WHEREAS**, Business Associate now and in the future may have relationships with Covered Entity in which Business Associate is entrusted with confidential patient information for use in providing services or products to Covered Entity.

**WHEREAS**, Business Associate and Covered Entity (each a "Party" and collectively the "Parties") desire to enter into this Business Associate Agreement ("Agreement") to reflect their understanding of and adherence to maintaining the confidentiality, integrity, and availability of Protected Health Information as required under local, state, and federal regulation. Unless otherwise expressly defined in this Agreement, all terms in this Agreement will have the meanings set forth in the Agreement or in HIPAA. "HIPAA" means the Administrative Simplification Subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations published by the United States Department of Health and Human Services ("HHS") at 45 CFR Parts 160, 162, and 164, and as may be applicable to the services rendered by Business Associate to the Covered Entity, under the Gramm-Leach-Bliley Act ("GLB"); the Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2 ("Part 2"); Family Educational Rights and Privacy Act ("FERPA"), and implementing regulations.

**WHEREAS**, the Office of the Secretary of the Department of Health and Human Services has issued regulations requiring certain transmissions of electronic data be conducted in specified standardized formats at 45 CFR Parts 160 and 162 ("Electronic Transmissions Rule").

**WHEREAS**, both parties desire to make technical and procedural arrangements to assure that their business relationships meet these regulatory requirements on or before their respective compliance dates.

**WHEREAS**, both Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Covered Entity ("Protected Health Information"), will be handled between themselves and third parties.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**DEFINITIONS**

Regulatory citations in this Agreement are to the United States Code of Federal Regulations, as

promulgated April 14, 2001, interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Agreement, all terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

## TERMS AND CONDITIONS

### 1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

#### 1.1 Services.

(a) Business Associate provides services (which may include transaction services as well as servicing hardware or software products) ("Services") that involve the use and/or disclosure of Protected Health Information. These Services are provided to Covered Entity under various agreements ("Service Agreements") that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information created or received from or on behalf of Covered Entity necessary to perform its obligations under the Service Agreements. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only:

- (i) to its employees, Business Associates and agents in accordance with Section 2.1(f) below,
- (ii) as directed by the Covered Entity, or
- (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2 and Section 1.3 below, or
- (i) as required by law.

(b) Business Associate may aggregate the Protected Health Information in its possession with the Protected Health Information of other Covered Entities and covered entities that the Business Associate has in its possession through its capacity as a Business Associate to such other entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity.

(c) Pursuant to the Master Agreement between Business Associate and Covered Entity, Business Associate may use, reproduce, aggregate, and modify Protected Health Information and any Personally Identifiable Information contained in the Covered Entity's data for the purpose of creating De-identified Data from the Protected Health Information and Personally Identifiable Information. De-identified Data means former Protected Health Information and Personally Identifiable Information that is stripped of its identifiable elements, in accordance with the Health Insurance Portability and Accountability Act and its implementing regulations, so as to render the individual's data de-identified, and no longer constitutes PHI or personally identifiable health information.

1.2. Public Health Activities. Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b)

1.3. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

- (a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and

(b) de-identify any and all Protected Health Information provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. § 164.514(b). Covered Entity acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified information for any lawful purpose.

1.4 Unauthorized Use and Disclosure of Protected Health Information. Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, the Covered Entity, in a manner that would violate the requirements of 42 CFR Part 2, 45 CFR Part 160 and in subparts A and E of 45 CFR. Part 164 (the "Privacy Rule") if done by the Covered Entity.

## 2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate agrees to:

(a) use and/or disclose the Protected Health Information only as permitted under the Minimum Necessary standard or required by this Agreement or as otherwise required by law.

(b) use all reasonable and appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity other than as provided for in this Agreement or as required by state, federal, or applicable international law. Such safeguards shall include regular auditing of the security of the Protected Health Information and data Business Associate maintains for Covered Entity. Additionally, these safeguards will include, but not be limited to:

### (i) Training

(a) provide training to relevant employees, contractors, and Business Associates on how to prevent the improper Use or Disclosure of Protected Health Information prior to granting physical and/or systems access to Protected Health Information;

(b) update and repeat training on a regular basis to ensure the confidentiality, integrity, and availability of Personal Health Information as required under HIPAA and applicable federal, state and local laws and regulations that pertain to this Agreement;

(c) ensure that each employee, contractor, and Business Associate who is required to receive training certifies, in electronic or written form, that they have received training. This certification shall include at minimum the name of the person who has received training, the date of the training, and an attestation of compliance for the training topics covered. All training materials and training certification documents shall be retained as required by HIPAA regulation.

### (ii) Administrative Safeguards

(a) adopt, distribute, maintain, and review policies and procedures regarding the safeguarding of Protected Health Information in accordance with its applicable administrative procedures and HIPAA regulation;

(b) enforce and document those policies and procedures, including sanctions for anyone found not in compliance;

(c) conduct an organization-wide risk management assessment as required under HIPAA to address and mitigate any security risks and vulnerabilities identified in the risk analysis and, if necessary, revise its policies and procedures accordingly through a risk response plan.

(d) Business Associate shall maintain at its own cost and expense insurance covering Business Associate for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement.

(iii) Technical and Physical Safeguards

(a) implement reasonable and appropriate technical safeguards to protect Protected Health Information, including access controls, authentication and transmission security as required under applicable local, state, and federal law;

(b) implement reasonable and appropriate physical safeguards to protect Protected Health Information, including workstation security and device and media controls as required under law;

(c) encrypt all Protected Health Information stored or transmitted in accordance with the Secretary of Health and Human Service's guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals;

(d) ensure reasonable and appropriate safeguards including but not limited to Business Contingency and a Disaster Recovery Plan that satisfies all HIPAA Security Rule requirements.

(c) report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within ten (10) days of Business Associate's discovery of such unauthorized use and/or disclosure, modification, or destruction of information or interference with system operations in an Information System in a manner that actually negatively impacts the confidentiality, integrity, or availability of Protected Health Information. Business Associate agrees that if any of its employees, agents, Business Associates, and representatives use or disclose Protected Health Information received from, or created or received on behalf of, the Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, Business Associates, and representatives shall receive training on Business Associate's procedures for compliance with the Privacy Rule, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, the Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this agreement shall constitute a material breach of this Agreement.

(i) Law Enforcement Delay. The Business Associate will not be considered in violation of this Agreement to the Covered Entity when subject to a Law Enforcement Delay

under 45 C.F.R. §164.412.

(d) may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). If permitted by law, Business Associate shall prior to disclosing Protected Health Information Required By Law to an administrative or oversight agency, law enforcement, or in response to a subpoena, court order, etc., notify Covered

Entity of such pending disclosure and provide the Covered Entity with a copy of the disclosure request and all information to be disclosed pursuant thereto prior to the disclosure in order that the Covered Entity may have adequate time to oppose such disclosure if the Covered Entity deems it necessary.

(e) establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

(f) agree to require and ensure that all of its Business Associates and agents that receive, use or have access to Protected Health Information under this Agreement, adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement or the Privacy Rule that apply to Business Associate with respect to such information. In no event shall the Business Associate assign any of its rights or obligations under this Agreement without the prior written consent of the Covered Entity.

(g) Audit.

(i) Audit by Secretary of Health and Human Services.

Make available all records, books, agreements, internal practices, policies and procedures relating to the use and/or disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity available to the Secretary of Health and Human Services upon request for purposes of determining the Covered Entity's compliance with HIPAA and the Privacy Rule;

(ii) Audit by the Covered Entity.

Make available records, books, agreements, internal practices, policies and procedures relating to the use and/or disclosure of Protected Health Information received from, or created or received on behalf of the Covered Entity upon request, and no more than once annually, for purposes of determining the Business Associate's compliance with HIPAA. In no event will Business Associate be obligated to share any Protected Health Information from any other covered entity customer during an audit.

(h) maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity in accordance with the Privacy Rule. Within fifteen (15) days of a request by the Covered Entity, Business Associate shall make available to the Covered Entity the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify the Covered Entity in writing promptly of such individual's request no later than five (5) business days of receiving request. The Covered Entity shall be solely responsible for determining whether to provide or not provide an accounting to the requesting individual.

(i) Standard Electronic Transactions.

(i) The parties agree that Business Associate shall, on behalf of the Covered Entity, transmit data for transactions that are required to be conducted in standardized format under the Electronic Transactions Rule.

(ii) Business Associate shall comply with the Electronic Transactions Rule for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

(iii) Business Associate shall ensure that any of its business associates to whom it delegates any of its duties under its contract with the Covered Entity, agrees to conduct and agrees to require its agents or business associates to comply with the Electronic Transactions Rule for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

2.2. Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity agrees:

- (a) to obtain any consent and/or authorization that may be required by 45 CFR § 164.506, § 164.508, 42 CFR Part 2, or applicable state law prior to furnishing Business Associate the protected health information pertaining to an individual;
- (b) that it will not furnish Business Associate protected health information that is subject to any arrangements permitted or required of the Covered Entity under 45 CFR Parts 160 and 162, and 42 CFR Part 2, that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement and the Services Agreement(s), including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 and agreed to by the Covered Entity; and
- (c) that it will inform Business Associate of any known limitations on the use or disclosure of Protected Health Information contained in Covered Entity's Notice of Privacy Practices, any known changes in, or revocation of, any authorizations by an individual to use or disclose his or her Protected Health Information, and any known restrictions on the uses or disclosures of PHI that its Covered Entity client has agreed to or is required to comply with under 45 C.F.R. § 164.522.

2.3 Responsibilities of the Parties with Respect to Designated Record Sets. This Section 2.3 applies only if, in the course of performing the Services, Business Associate and Covered Entity agree that Business Associate maintains Designated Records Sets containing Protected Health Information.

- (a) Business Associate agrees to:
  - (i) at the request of, and in the time and manner reasonably designated by the Covered Entity, provide access to the Protected Health Information requested by an individual to the Covered Entity in order to satisfy a request by such individual under HIPAA; and
  - (ii) at the request of, and in the time and manner reasonably designated by the Covered Entity, make any amendment(s) to the Protected Health Information of an individual that the Covered Entity directs.
- (b) Covered Entity agrees to:
  - (i) notify Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual and agree with Business

Associate as to the time, manner, and form in which Business Associate shall provide such information to Covered Entity;

(ii) notify Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of Business Associate that Covered Entity believes are necessary because of its belief that the Protected Health Information that is the subject of

the amendment(s) has been or could be relied upon by Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information; and

(iii) be solely responsible for the decision to disclose or not to disclose, and to amend or not amend any individual's Protected Health Information.

### 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. General Representations. Each Party represents and warrants to the other Party:

(a) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement; and

(b) that it is in material compliance with the provisions of this Agreement as required by 45 CFR Parts 2, 160, 162, and 164.

### 4. TERM AND TERMINATION

4.1. Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.4 herein.

4.2. Termination by the Covered Entity. As provided for under 45 CFR § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Services Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to:

(a) provide the Business Associate with five (5) days written notice of the existence of an alleged material breach; and

(b) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within ninety (90) days. Failure to cure in the manner set forth in this Section 4.2 shall be grounds for the immediate termination of this Agreement.

4.3. Termination by Business Associate. Business Associate may immediately terminate this Agreement and any related Services Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, Business Associate may choose to:

(a) provide Covered Entity with five (5) days written notice of the existence of an alleged material breach; and



(b) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Covered Entity must cure said breach to the satisfaction of Business Associate within ninety days. Failure to cure in the manner set forth in this Section 4.3 shall be grounds for the immediate termination of this Agreement.

4.4. Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of all Services Agreement(s) between Covered Entity and Business Associate.

4.5. Return of Protected Health Information.

(a) Upon the termination of this Agreement pursuant to this Section 4, Business Associate agrees within ninety (90) days to return in a manner designated by the Covered Entity, or destroy with proof of destruction being provided to the Covered Entity, all Protected Health Information of Covered Entity, including such information in possession of Business Associate's Business Associates, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, the Business Associate will notify the Covered Entity in writing. Said notification shall include:

- (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and
- (ii) the specific reasons for such determination.

Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Notwithstanding the foregoing, Business Associate shall not destroy any Protected Health Information in less than three (3) years from the date it is received by Business Associate.

(b) Business Associate may consider all Protected Health Information as abandoned ("Abandoned") by the Covered Entity if attempts to return Protected Health Information to the Covered Entity under section 4.5(a) and Covered Entity has not responded within ninety (90) days from the termination of this Agreement.

(c) Protected Health Information deemed Abandoned in accordance with section 4.5(b) will be destroyed by the Business Associate on the first (1<sup>st</sup>) day following four (4) years from the termination of this Agreement.

## 5. MISCELLANEOUS

5.1. Entire Agreement. This Agreement supersedes all prior or contemporaneous understandings or contracts, and constitutes the entire agreement existing between the Parties regarding the subject matter of this Agreement.

5.2. Change in Law.

(a) Business Associate agrees that it will comply with any changes in HIPAA, the Privacy Rule, and the Electronic Transactions Rule by the compliance date established for any such changes. The Parties agree to negotiate in good faith mutually agreeable amendment(s) to this Agreement

to give effect to such changes in law; provided, however, that if the Parties are unable to agree on mutually agreeable amendment(s) within ninety (90) days of the relevant change in law, either Party may terminate this Agreement upon written notice to the other Party.

(b) The Parties acknowledge that certain aspects of this Agreement may be affected by laws, treaties, and regulations of the United States, as well as applicable laws, treaties, and regulations (collectively, the "Applicable Laws"). Parties assume responsibility for compliance with all Applicable Laws pertaining to this Agreement including laws relating to data protection.

5.3. Construction of Terms.

(a) The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA and the Privacy Regulation issued by HHS from time to time.

(b) In the event any terms of this Agreement conflict with any terms of the Services Agreement, the terms of this Agreement shall govern and control.

5.4. Survival. Section 6 and this Section 5.4 shall survive termination of this Agreement. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 2.2, and 4.5, solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement for so long as such information is retained.

5.5. Amendment; Waiver; Assignment. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.6. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.7. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

5.8. Effective Date. The Effective Date of this Agreement shall be December 14, 2022.

5.9. Affiliates. This Agreement shall be binding upon the parties and their current and future Affiliates, successors and permitted assigns. "Affiliate" shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls, either party to this Agreement or any of its subsidiaries.

5.10. Governing Law. This Agreement is governed by the laws of the State of Alabama without giving effect to Alabama's conflict of laws principles.

5.11. Notices. All notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein below provided.

**"Covered Entity":**

Name: Saratoga County Mental Health Center  
Address: 40 McMaster  
St., Ballston Spa, NY 12020  
Phone: 518-584-9030  
Fax: 518-581-1709  
Email: mprezioso@saratogacountyny.gov  
Attention: Michael Prezioso

**"Business Associate":**

Name: TenEleven Group, LLC  
Address: 6047 Transit Road, Suite 103  
East Amherst, NY 14051  
Phone: (844) 758-3902  
Fax: -  
Email: compliance@10e11.com  
Attention: Compliance

**6. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.**

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

**"Covered Entity" or "Customer":**

Name: Saratoga County Mental Health Center  
Address: 40 McMaster  
St., Ballston Spa, NY 12020  
Phone: 518-584-9030  
Fax: 518-581-1709  
Email: mprezioso@saratogacountyny.gov  
Attention: Michael Prezioso

**"Business Associate"**

Name: TenEleven Group, LLC  
Address: 6047 Transit Road, Suite 103  
East Amherst, NY 14051  
Phone: (844) 758-3902  
Fax: -  
Email: compliance@10e11.com  
Attention: Compliance

Sign Name

*Theodore T. Kushner, Jr.*

Theodore T. Kushner, Jr.  
Printed Name

Chairman, Board of Supervisors  
Title

4-12-23  
Date  
Per Pres 325-2022

Sign Name

*Mary Carol Morrissey*

Mary Carol Morrissey  
Printed Name

Senior Vice President Sales  
Title

03 / 30 / 2023  
Date

APPROVED 03/28/2020  
REVISION: 12/08/2020

4/4/2023

FBH-A-00100 BUSINESS ASSOCIATE AGREEMENT

AUTHORIZED BY: COMPLIANCE  
VERSION: 2020.5

*med [Signature]*

SARATOGA COUNTY ATTORNEY

---

<b>Title</b>	Saratoga County Combined MSA, Renewal Purchase Order, & BAA
<b>File name</b>	Saratoga County C...3)(Execution).pdf
<b>Document ID</b>	6dca8f8d761c6f2720f2e003758c6e47022b6bff
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

---

**Document History**



**SENT**

**03 / 30 / 2023**  
00:45:41 UTC

Sent for signature to Mary Carol Morrissey  
(marycarol.morrissey@therapybrands.com) from  
henry.pickens@therapybrands.com  
IP: 72.216.51.129



**VIEWED**

**03 / 30 / 2023**  
22:35:15 UTC

Viewed by Mary Carol Morrissey  
(marycarol.morrissey@therapybrands.com)  
IP: 75.138.197.234



**SIGNED**

**03 / 30 / 2023**  
22:36:03 UTC

Signed by Mary Carol Morrissey  
(marycarol.morrissey@therapybrands.com)  
IP: 75.138.197.234



**COMPLETED**

**03 / 30 / 2023**  
22:36:03 UTC

The document has been completed.

11/15/22



## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION 325 - 2022**

**Introduced by Health and Human Services: Supervisors Barrett, Butler, Connolly, Edwards, Lant, Schopf and Wood**

#### **AUTHORIZING A RENEWAL AGREEMENT WITH TENELEVEN GROUP, INC. FOR SUPPORT OF AN ELECTRONIC HEALTH RECORD SYSTEM AT SARATOGA COUNTY MENTAL HEALTH AND ADDICTION SERVICES**

**WHEREAS**, pursuant to Resolution 225-2017 the County entered into an agreement with TenEleven Group, Inc. for the installation, maintenance, and support of an Electronic Health Record ("EHR") system for the service period of five (5) years, between December 15, 2017, through December 14, 2022; and

**WHEREAS**, the EHR system provided by TenEleven Group, Inc. ensures compliance with Federal regulatory requirements for tracking, reporting, billing, interoperability, and health information exchange; and

**WHEREAS**, the Purchasing Department has determined the EHR system provided by TenEleven Group, Inc. to be a sole source product; and

**WHEREAS**, TenEleven Group, Inc. has proposed a renewal agreement for the EHR system at Saratoga County Mental Health and Addiction Services for a period of five (5) years at a total contract cost of \$335,100; and

**WHEREAS**, our Health and Human Services Committee and the Commissioner of Mental Health and Addiction Services have recommended that the County enter into a renewal agreement with TenEleven Group, Inc. for a five (5) year term commencing December 15, 2022, and terminating on December 14, 2027, at a cost of \$67,020 annually including monthly fees of \$4,307 and \$1,278 for Ability Clearinghouse fees; at a total contract amount not to exceed \$335,100; now therefore be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute an agreement with TenEleven Group, Inc. of East Amherst, New York, for a five (5) year term commencing December 15, 2022, and terminating on December 14, 2027, at a cost of \$67,020 annually including monthly fees of \$4,307 and \$1,278 for Ability Clearinghouse fees; at a total contract amount not to exceed \$335,100; and it is further

**RESOLVED**, that the form and content of such renewal agreement shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor Hammond

Second: Supervisor Butler

AYES (194440): Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361).

NOES ( 0 ):

ABSENT (41069): Eric Connolly (11831), Kevin Veitch (8004), Arthur M. Wright (1976), Willard H. Peck (5242), Thomas N. Wood, III (5808), John Lawler (8208)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> TenEleven Group, LLC 6047 Transit Rd, Suite 103 East Amherst, NY 14051	<b>INSURER A:</b> Phoenix Insurance Company	25623
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame	25674
	<b>INSURER C:</b> Travelers Property Casualty Insurance Comp	36161
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W28257348      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630 9M721023 - PHX-23	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-9M720898	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 9M735015 23 13	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 1T039661 22 I3 G	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Saratoga County Dept of Mental Health 135 South Broadway Saratoga Springs, NY 12866	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Social Services

**DATE:** 10/21/24

**COMMITTEE:** Health & Human Services

This column must be completed  
prior to submission of the request.

County Attorney's Office  
Consulted **Yes**

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

AUTHORIZING THE ACCEPTANCE OF FUNDING FROM  
NEW YORK STATE OFFICE OF TEMPORARY AND  
DISABILITY ASSISTANCE (OTDA) FOR THE PROVISION OF  
THE SHELTER ARREARS EVICTION FORESTALLMENT  
PROGRAM.

3. Specific Details on what the resolution will authorize:

Authorizing the acceptance of funding in the amount of \$171,172  
from the New York State Office of Temporary and Disability  
Assistance (OTDA) for the shelter arrears eviction forestallment  
program.

Authorizing the Commissioner of Social Services to submit any  
documents or information required by the New York State Office of  
Temporary and Disability Assistance to claim for the funding.



4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted Yes

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.60-3646	Rental Supplement Program and SAEF	\$171,172

Expense

Account Number	Account Name	Amount
A.60.601-7601	BICS payments	\$154,055

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Increase A-0599.B Appropriated Fund Balance-Budgetary Amount: \$17,117
---

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted A.60.601-7601
- b. Budget year impacted 2024-25
- c. Details

The budget will be amended to accept these funds and authorize the related expenses, and increase the fund balance by \$17,117.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted  
N/A

Purchasing Office Consulted  
N/A

County Administrator's Office  
Consulted Yes

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:  
State

b. Agency granting funds:  
Office of Temporary and Disability Assistance (OTDA)

c. Amount of grant:  
\$171,172

d. Purpose grant will be used for:  
Funding is intended for expenses related to the payment of shelter arrears necessary to retain housing.

e. Equipment and/or services being purchased with the grant:  
N/A

f. Time period grant covers:  
October 1, 2024 through September 30, 2025

g. Amount of county matching funds:  
N/A

h. Administrative fee to County:  
N/A

9. Supporting Documentation:

- Marked-up ~~previous~~ resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other 24-LCM-12

10. Remarks:

The New York State Fiscal Year 2024-25 Budget appropriated funding to local districts for services and expenses related to the payment of shelter arrears necessary to retain housing for certain households that are in receipt of or who would be eligible for ongoing or emergency Public Assistance (PA) pursuant to Social Services Law (SSL) 131-a.



# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION -

Introduced by Supervisors Edwards, Grasso, Lant, Murray, Ostrander, Richardson and Thompson

### AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR THE NEW YORK STATE SHELTER ARREARS EVICTION FORESTALLMENT (SAEF) PROGRAM

**WHEREAS**, New York State Fiscal Year 2024-25 Budget appropriated funding to districts to provide for services and expenses related to the payment of shelter arrears necessary to retain housing for certain households.

**WHEREAS**, on September 18, 2024, the County Department of Social Services was notified that the New York State Office of Temporary Disability and Assistance Program authorized funding for the New York State Shelter Arrears Eviction Forestallment Program.

**WHEREAS**, the Shelter Arrears Eviction Forestallment Program funds are 100% State reimbursed; and

**WHEREAS**, the Health and Human Services Committee and the Commissioner of Social Services recommend approval and acceptance of these additional funds; and

**WHEREAS**, the acceptance of these funds requires the approval of this Board to authorize the acceptance of the shelter arrears eviction forestallment funds and to add to the DSS budget these funds and receipt of the associated reimbursement; now, therefore; be it

**RESOLVED**, that the 2024 Saratoga County Budget is hereby amended as follows:

#### DEPARTMENT OF SOCIAL SERVICES

Increase Revenues:

A.60.3646	Rental Supplement Program & SAEF	\$171,172
-----------	----------------------------------	-----------

Increase Expense:

A.60.601-7601	BICS Payments	\$154,055
---------------	---------------	-----------

Increase Fund Balance:

A-0599.B	Appropriated Fund Balance	\$17,117
----------	---------------------------	----------

**BUDGET IMPACT STATEMENT:** The budget will be amended to accept these funds, authorize the related expenses, and increase fund balance by 17,117.



## Local Commissioners Memorandum

### Section 1

<b>Transmittal:</b>	24-LCM-12
<b>To:</b>	Social Services District Commissioners
<b>Issuing Division/Office:</b>	Employment and Income Support Programs
<b>Date:</b>	September 18, 2024
<b>Subject:</b>	New York State Shelter Arrears Eviction Forestallment (SAEF) Program
<b>Contact Person(s):</b>	Temporary Assistance Bureau: 518-474-9344 or <a href="mailto:tabureau@otda.ny.gov">tabureau@otda.ny.gov</a>
<b>Attachments:</b>	<u>Attachment A – 2024-2025 Shelter Arrears Eviction Forestallment Program Allocations</u>

### Section 2

#### I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to inform social services districts (districts) of the New York State Shelter Arrears Eviction Forestallment (SAEF) program and to provide 2024-2025 SAEF program allocations and general program guidance. Consistent with the governing appropriation, allocations are available for all districts other than New York City.

#### II. Background

The New York State Fiscal Year 2024-2025 Budget appropriated \$10 million to provide for services and expenses related to the payment of shelter arrears necessary to retain housing for certain households that are in receipt of or who would be eligible for ongoing or emergency Public Assistance (PA) pursuant to Social Services Law (SSL) §131-a.

To distribute these funds, the New York State Office of Temporary and Disability Assistance (OTDA) created the SAEF program to provide vital shelter arrears assistance to help eligible households retain permanent housing. Districts may choose to retain their allocation and use district mechanisms (e.g., direct administration or transfer of funds to county agencies) to operate this program, or may delegate the administration of this program, in full or in part, to another public agency, contractor or non-profit organization.

#### III. Program Implications

##### A. Program Activities and Services

Assistance provided through the SAEF program must not exceed a total of six months of arrears per household. However, the six months of arrears payments do not have to be consecutive or paid all at once; payments may be issued partially (less than six months of arrears assistance needed) or in full (all six months paid at once).

Prior receipt of shelter arrears payments through the Emergency Assistance to Families (EAF) or Emergency Safety Net Assistance (ESNA) programs does not impact SAEF program eligibility. Households who previously received six months or more of shelter arrears assistance through EAF or ESNA, may receive additional payments via the SAEF program, not to exceed six months, if otherwise eligible for the SAEF program. SAEF program payments will not be limited by the shelter allowance amount set forth in SSL §131-a and will not be part of the standard of need pursuant to SSL §131-a, and therefore would not be considered by the Automated Budgeting and Eligibility Logic (ABEL) when computing financial eligibility for PA. SAEF program payments are not countable as income or as a resource for PA, Home Energy Assistance Program (HEAP) or Supplemental Nutrition Assistance Program (SNAP) eligibility or budgeting purposes. Additionally, SAEF program payments will not be subject to recoupment or repayment unless the application submitted was fraudulent, or otherwise identified as ineligible.

**B. Participant Eligibility**

Districts must establish and maintain local policy governing eligibility for SAEF payments. While districts have flexibility regarding SAEF program eligibility requirements, the governing statute outlines some minimum requirements for eligibility as follows:

- Eligible households are individuals and/or families, with or without children, who have shelter arrears and require assistance to retain permanent housing;
- Households must first apply for shelter arrears assistance under EAF or ESNA, and if they are found ineligible through both programs, they should be assessed for SAEF program eligibility;
- Households must meet the PA (Family Assistance (FA) or Safety Net Assistance (SNA)) citizenship/non-citizen status eligibility requirements;
- Households must meet the EAF or ESNA income eligibility requirements. OTDA issues guidance annually regarding changes in the federal poverty guidelines.

Financial eligibility for EAF is determined by the gross income immediately available to the household on the date of application. The household is financially eligible for EAF if the available income is at or below 200% of the Federal Poverty Level Guidelines for the household size. The following guidelines for EAF are effective April 1, 2024, through March 31, 2025:

**200% of 2024 Federal Poverty Level  
Guidelines  
EAF Gross Available Test  
By Family Size (Adjusted Annually)**

Household Size	Annual	Monthly
1	\$30,120	\$2,510
2	\$40,880	\$3,407

3	\$51,640	\$4,303
4	\$62,400	\$5,200
5	\$73,160	\$6,097
6	\$83,920	\$6,993
7	\$94,680	\$7,890
8	\$105,440	\$8,787
Additional	\$10,760	\$897

Financial eligibility for ESNA is determined by the household's gross monthly income on the date of application, which may not exceed 125% of the Federal Poverty Level Guidelines for the household size. The following income guidelines are effective April 1, 2024, through March 31, 2025:

**ESNA 125% of 2024 Federal Income Poverty Level Guidelines (Adjusted Annually)**

Household Size	Annual	Monthly
1	\$18,825	\$1,569
2	\$25,550	\$2,129
3	\$32,275	\$2,690
4	\$39,000	\$3,250
5	\$45,725	\$3,810
6	\$52,450	\$4,371
7	\$59,175	\$4,931
8	\$65,900	\$5,492
Additional	\$6,725	\$560

Households that are determined income eligible for the SAEF program under EAF or ESNA are not required to meet certain PA eligibility requirements for shelter arrears payments. Unlike traditional PA shelter arrears requirements, households eligible for the SAEF program:

- May have foreseen the occurrence or situation giving rise to the need for shelter arrears assistance;
- May be unable to reasonably demonstrate an ability to pay future shelter expenses, including any amounts in excess of the appropriate agency maximum monthly shelter allowance;
- May have already received a shelter arrears payment within the prior five years; and/or
- May not be current on a shelter repayment agreement from a prior shelter arrears payment.

Households that qualify for the SAEF program under the ESNA income eligibility requirement are not subject to a repayment agreement. In addition, receipt of PA is not a requirement for determining eligibility for the SAEF program.

Districts must make sure they have policies and procedures in place to:

- Establish that the SAEF program recipient is the primary tenant/homeowner (e.g., require a lease or other documentation);

- Establish the shelter arrears amount due for the SAEF program household;
- Ensure that the SAEF program payment will be accepted to prevent eviction for a specified timeframe;
- Take reasonable steps to prevent the duplication of benefits;
- Issue a determination letter stating the amount approved, or a denial letter with the reason for denial;
- Establish a process for handling fraudulent applications, including a procedure for recovering funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied.

Applications are to be accepted on a first come, first-served basis according to the eligibility parameters above and set forth at the local level. While districts have flexibility in determining the overall design of their local SAEF program, they are encouraged to make extra efforts to ensure prioritization of certain households, such as those with children under the age of six, single individuals with a history of housing instability, veterans, individuals and families experiencing domestic violence (DV), and other victims of violence. Although receipt of PA is not an eligibility requirement to receive payments through the SAEF program, operators are encouraged to refer SAEF program applicants to apply for applicable benefit programs, such as PA, HEAP, SNAP, Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).

SAEF program payments will **not** be issued through the Welfare Management System (WMS). SAEF program payments must be made directly to the landlord/property owner on behalf of the tenant. Tenants, landlords, and/or property managers must be notified of SAEF program assistance provided on behalf of any SAEF program recipient.

Notifications regarding eligibility determinations (e.g., approvals and denials) must be maintained in the case record for a minimum of six years following submission of the program end summation report. Further information on the report can be found under section D. below.

#### C. Allocations

A total of \$10 million is available to support the SAEF program. The 2024-2025 SAEF program allocations are listed in Attachment A and have been determined based on ROS 2023 eviction rates as reported by the New York State Unified Court System. The program period for related expenditures is October 1, 2024, through September 30, 2025.

#### D. Reporting Requirements

As part of their participation in the SAEF program, districts must keep data about each household that participates in the program. Household-payment records, to be made available on audit, must include at a minimum:

Landlord EIN  
 Landlord name or business name  
 Landlord address  
 Primary tenant name



Primary tenant DOB  
Primary tenant race/ethnicity  
Tenant address  
Date of SAEF program payment  
Months with arrears covered by SAEF program payment  
Total SAEF program payment  
Primary tenant has open PA case at time of payment yes/no  
Number of children in household at time of payment (0-N)  
Number of adults in household at time of payment (1-N)

Households whose landlords receive multiple payments on their behalf covering more than one period will have multiple records, one for each household/payment.

Using data above, districts will be required to submit a program end summation report to OTDA that includes the criteria used to determine eligibility, number of households served, the dollar value of arrears issued under the SAEF program, and basic demographic information on the households served. Demographic information must include:

Number of households served  
Number of households served for multiple periods  
Number and % of households with/without children  
Number and % of households with open PA case  
Age distribution of primary tenant  
Distribution of the number of children  
Distribution of total payment amount  
Distribution of race/ethnicity

Districts are encouraged to track and include other characteristics of landlords and tenants in their report. Districts must submit this information to the OTDA Temporary Assistance (TA) Bureau by October 31, 2025, via email at: [tabureau@otda.ny.gov](mailto:tabureau@otda.ny.gov).

The goal of reporting is to ensure the terms of the SAEF program are met in accordance with State legislation and to assess districts' emergency shelter arrears needs moving forward. It is the responsibility of the district to monitor any subcontracts. Districts must ensure the confidentiality of records concerning all SAEF program participants.

#### E. Claiming Instructions

Expenditures for the SAEF program should be claimed through the RF-17 claim package for special project claiming for the month(s) that the expenditures were made. These costs are first identified on the RF-2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the LDSS-2347 "Schedule D "DSS Administrative Expenses Allocation and Distribution by Function and Program." After final accepting the RF-2A, the individual project costs are then reported under the project label "SAEF Program SFY2025" on the RF-17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the

RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time for the SAEF program must maintain time studies to support the salary and fringe benefit costs allocated to the program.

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

Program costs should be reported as object of expense code 37 – Special Project Program Expense on page 2 of the LDSS-923B "Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

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

Claims for the period October 1, 2024, through September 30, 2025, must be final accepted in the Automated Claiming System (ACS) by February 13, 2026.

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

Any claiming questions should be directed to: Justin Gross at 518-474-7549 or [otda.sm.field\\_ops.i-iv@otda.ny.gov](mailto:otda.sm.field_ops.i-iv@otda.ny.gov).

#### **IV. Reimbursement Structure and Allowable Costs**

District allocations will be paid as claims are submitted to substantiate payment.

SAEF program funding is made available for districts to provide vital shelter arrears assistance to eligible households and as such, it is expected that a minimum of 90% of the funds will be used toward shelter arrears assistance in accordance with the guidelines outlined herein.

OTDA has set a 10% spending limitation on administrative costs. Agencies should limit the amount of administrative costs necessary to operate the SAEF program to maximize both the amount of funds available to pay shelter arrears and the number of households enrolled. The use of SAEF program funds for administrative purposes must be directly related to the provision of shelter arrears to eligible households. For districts opting to assign all or a portion of their SAEF program allocation to another public agency, contractor or local nonprofit organization, districts will be held liable for assigned funds not used in a manner consistent with the purpose of the SAEF program allocation.

Districts are required to submit all claims for reimbursement through the ACS regardless of whether they elect to operate the program in-house or transfer the administration to another entity. SAEF program claims must be for services provided between October 1, 2024, and

September 30, 2025, and must be claimed by February 13, 2026, per the instructions above.

**Issued By:**

**Name:** Valerie T. Figueroa

**Title:** Deputy Commissioner

**Division/Office:** Employment and Income Support Programs/Office of Temporary and Disability Assistance

District	2024-2025 Shelter Arrears Eviction Fore Stallment Program Allocations
Albany	\$549,520
Allegany	\$13,581
Broome	\$245,099
Cattaraugus	\$47,149
Cayuga	\$69,443
Chautauqua	\$86,739
Chemung	\$96,733
Chenango	\$20,628
Clinton	\$52,146
Columbia	\$30,109
Cortland	\$43,818
Delaware	\$17,425
Dutchess	\$265,086
Erie	\$1,540,922
Essex	\$13,069
Franklin	\$14,734
Fulton	\$57,271
Genesee	\$33,056
Greene	\$25,112
Hamilton	\$5,000
Herkimer	\$30,493
Jefferson	\$94,170
Lewis	\$5,000
Livingston	\$27,418
Madison	\$23,575
Monroe	\$1,065,471
Montgomery	\$43,690
Nassau	\$585,394
Niagara	\$225,625
Oneida	\$256,118
Onondaga	\$592,569
Ontario	\$79,821
Orange	\$298,783
Orleans	\$29,596
Oswego	\$90,967
Otsego	\$18,962
Putnam	\$13,837
Rensselaer	\$244,331
Rockland	\$132,351
Saratoga	\$171,172
Schenectady	\$250,480
Schoharie	\$7,303
Schuyler	\$5,000
Seneca	\$18,578
St. Lawrence	\$45,612
Steuben	\$46,893
Suffolk	\$884,561
Sullivan	\$95,067
Tioga	\$16,784
Tompkins	\$51,890
Ulster	\$116,464
Warren	\$46,509
Washington	\$33,440
Wayne	\$54,196
Westchester	\$1,059,193
Wyoming	\$7,047
Yates	\$5,000



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Social Services

**DATE:** 10/29/24

**COMMITTEE:** Health & Human Services

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR THE PROVISION OF SHELTER TO THE HOMELESS DURING INCLEMENT WINTER WEATHER AND AUTHORIZING AN AGREEMENT WITH SHELTERS OF SARATOGA, INC. FOR OPERATION OF THE CODE BLUE SHELTER

3. Specific Details on what the resolution will authorize:

1. Acceptance of a \$426,000 allocation for the provision of the Code Blue program;
2. The Board Chairman to execute a contract with Shelters of Saratoga for \$405,000 to operate the Code Blue Shelter;
3. Authorize DSS to expend the remaining \$21,000 for additional shelter and staff expenses incurred associated with the Code Blue program.

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.60.601-7601.CDBLU
- b. Budget year impacted 2024-25
- c. Details

DSS has funds in the 2024 budget and included funds in the 2025 proposed budget.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation Sole Source

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Duane Vaughn, Executive Director, Shelters of Saratoga, 14 Walworth Street, Saratoga Springs, New York 12866

e. Is the vendor/contractor an LLC, PLLC, or partnership: 501 (c) (3)

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: 10/1/24

h. Termination of contract date: 9/30/25

i. Contract renewal date and term: 10/1/25

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

DSS has an approved Office of Temporary and Disability Assistance Homeless Services Plan for the period 10/1/24 to 9/30/25 which names Shelters of Saratoga as its Code Blue vendor. Shelters of Saratoga has been the county's Code Blue vendor since the inception of Code Blue as a mandate in December of 2016.

Purchasing Office Consulted  
Yes

County Administrator's Office  
Consulted Yes

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

State

b. Agency granting funds:

Office of Temporary and Disability Assistance

c. Amount of grant:

\$426,000

d. Purpose grant will be used for:

Code Blue Program

e. Equipment and/or services being purchased with the grant:

Operation of the Code Blue Shelter and additional staff expenses and services associated with Code Blue program

f. Time period grant covers:

10/1/24 - 9/30/24

g. Amount of county matching funds:

\$0

h. Administrative fee to County:

\$6,000

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Draft Contract

10. Remarks:





Local Commissioners Memorandum

Section 1

Table with 2 columns: Field (Transmittal, To, Issuing Division/Office, Date, Subject, Contact Person(s), Attachments) and Value (24-LCM-13, Social Services District Commissioners, Division of Housing and Refugee Services, October 11, 2024, Code Blue Allocations, Heather Diamond; (518) 473-3262; heather.diamond@otda.ny.gov, Code Blue Attachment 1 - Funding Allocations, Code Blue Attachment 2 - Claiming Instructions, Code Blue Attachment 3 - Code Blue Annual Report)

Section 2

I. Purpose

This Local Commissioners Memorandum informs social services districts (districts) of their Code Blue Allocations and Code Blue reporting and monitoring requirements. The SFY 2024-25 New York State Budget appropriated \$20 million for district costs related to implementing emergency measures for the homeless during inclement winter weather (Code Blue). This funding is to be allocated to districts according to a methodology developed by the Office of Temporary and Disability Assistance (OTDA) and approved by the Division of Budget. This LCM provides those allocations, which are based on approved 2023-24 Code Blue plans, reporting, and historical district claiming.

II. Background

Per 18 NYCRR § 304.1, a Code Blue alert must be called when temperatures are expected to fall below 32°F with wind chill for at least two consecutive hours, based on the local forecast issued by the National Weather Service (http://forecast.weather.gov/) for the city, town or village within the district that is known to have the largest population of unsheltered homeless persons. When possible, the decision to declare a Code Blue alert should be made by 5:00 p.m. each day. The Code Blue should remain in effect until the temperature rises above 32°F with wind chill, but at least until 7:00 a.m. the next morning.

Code Blue reimbursement is for essential, additional costs that are directly related to the requirements of the Code Blue regulation to provide shelter during inclement weather. Only essential expenditures for services not previously funded prior to the regulations that are directly related to the regulation will be eligible for reimbursement.

Types of costs that are ineligible, include but are not limited to:

- The share of costs for items that are likely to be used outside of Code Blue periods, including cell phones, tablets, and office supplies. User fees for such items should only encompass the Code Blue period.
- Capital expenses including building modifications and repairs, unless specifically necessary for the provision of Code Blue Services. To the extent possible, these costs should be allocated to Code Blue periods and depreciated over the reasonable life of the asset.
- Costs incurred by local government entities as part of their normal scope of duties, such as police patrols and welfare checks.
- Fringe benefit costs that would otherwise be incurred by the district.
- Administrative overhead expenses for service providers that are not directly related to the Code Blue program.

If the costs associated with the regulation are eligible for reimbursement under the guidelines associated with Public Assistance, they should be claimed as Public Assistance on the appropriate claim schedules.

#### Program Cycle

Reimbursement for expenditures related to activities in compliance with the regulation will be made available to districts. The program cycle's operational dates for activities undertaken to comply with this regulation are October 1 – June 30. Expenses should be based on what will be incurred for one program cycle.

Districts are expected to assist households in need within their own district. If a district must utilize shelter beds or motel beds in another district, it is expected that the district will provide transportation for households in need of shelter and will advise the neighboring district as to each person who is being placed in a shelter bed or motel bed in that neighboring district when the placement is made. If the household being placed in a neighboring district subsequently wishes to apply for Temporary Assistance or other available public benefits, it will be the responsibility of the placing district to process the application and provide transportation back to the county of origin if needed.

### **III. Program Implications**

Reimbursement for Code Blue expenses is available up to the stated allocations. Final allocations may be adjusted within the appropriated funding limit. Expenditures must be claimed through the RF17 claim package for special projects per the Claiming Instructions outlined in Attachment 2.

### **IV. Claiming**

The Code Blue Program Year has been changed to end June 30, 2025 to better align with the seasonality of the program. Claims for the 2024-2025 program year must be submitted by August 15th, 2025. Please see Attachment 2 for updated claiming instructions.

**V. Monitoring**

Districts and/or their subcontractors are required to provide OTDA access to program records during the program year as requested. Code Blue programs may be monitored by OTDA at least annually and may include onsite visits. The goal of monitoring is to ensure compliance with the Code Blue regulation. In addition, monitoring enables OTDA to provide technical assistance and to assist the district and/or community partners to meet the overall intent of Code Blue programming. It is the responsibility of the district to monitor all subcontracts.

**VI. Reporting**

Districts must report annually how many people were served, what services were provided, and the related expenses incurred through April. The Code Blue Annual Report (Attachment 3) must be submitted to OTDA by August 15, 2025.

Districts are strongly encouraged to track Code Blue placements through a Homeless Management Information System (HMIS) or other electronic system that conforms to HMIS data standards promulgated by HUD.

Questions may be directed to Heather Diamond at [heather.diamond@otda.ny.gov](mailto:heather.diamond@otda.ny.gov) or by telephone at (518) 473-3262.

**Issued By:**

**Name:** Richard Umholtz

**Title:** Deputy Commissioner

**Division/Office:** Housing and Refugee Services (HRS)



**Office of Temporary  
and Disability Assistance**

**KATHY HOCHUL**  
Governor

**BARBARA C. GUINN**  
Commissioner

**RAJNI CHAWLA**  
Executive Deputy Commissioner

**Code Blue**

**Funding Allocations**

**Attachment 1**

<b>Local Social Services District</b>	<b>Allocation</b>
Albany	\$915,000
Allegany	\$274,000
Broome	\$848,796
Cattaraugus	\$414,000
Cayuga	\$191,169
Chautauqua	\$443,000
Chemung	\$356,807
Chenango	\$218,325
Clinton	\$307,555
Columbia	\$323,077
Cortland	\$323,648
Delaware	\$5,000
Dutchess	\$392,600
Erie	\$645,000
Essex	\$34,000
Franklin	\$60,000
Fulton	\$134,725
Genesee	\$23,579
Greene	\$24,000
Hamilton	\$1,000
Herkimer	\$132,430
Jefferson	\$414,311
Lewis	\$144,465
Livingston	\$300,000
Madison	\$32,000
Monroe	\$1,401,000
Montgomery	\$442,000
Nassau	\$527,995
New York City	\$430,567
Niagara	\$157,000

<b>Local Social Services District</b>	<b>Allocation</b>
Oneida	\$622,405
Onondaga	\$361,535
Ontario	\$62,000
Orange	\$386,000
Orleans	\$115,500
Oswego	\$126,893
Otsego	\$350,700
Putnam	\$213,822
Rensselaer	\$85,000
Rockland	\$470,402
Saratoga	\$426,000
Schenectady	\$601,300
Schoharie	\$421,026
Schuyler	\$179,000
Seneca	\$17,000
St. Lawrence	\$261,000
Steuben	\$435,000
Suffolk	\$330,750
Sullivan	\$267,291
Tioga	\$5,000
Tompkins	\$2,000,000
Ulster	\$966,000
Warren	\$353,000
Washington	\$386,281
Wayne	\$39,032
Westchester	\$460,014
Wyoming	\$10,000
Yates	\$131,000
<b>TOTALS</b>	<b>\$20,000,000</b>



# BOARD OF SUPERVISORS

11/19/2024  
~~11/21/2023~~

XXX 2024  
**RESOLUTION 288 - 2023**

Introduced by Health and Human Services: ~~Supervisors Barrett, Lant, Murray, Ostrander, Richardson, Schopf and Wright~~

**AUTHORIZING THE ACCEPTANCE OF A CODE BLUE ALLOCATION FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE, AND AUTHORIZING AN AGREEMENT WITH SHELTERS OF SARATOGA, INC. FOR THE OPERATION OF THE CODE BLUE SHELTER**

**WHEREAS**, New York Codes, Rules and Regulations Part 304 and Section 304.1 of Title 18 directs local social services districts to continue to take all necessary steps to provide shelter for homeless individuals and families during periods of inclement winter weather including those individuals and families that are not otherwise eligible for emergency housing through normal public assistance programs, whenever inclement winter weather temperatures are at or below 32 degrees Fahrenheit for the time period/budget year of October 1, ~~2023~~ through September 30, ~~2024~~, and to submit plans that would meet said requirements; and ~~2024~~ <sup>2025</sup>

**WHEREAS**, funds from the New York State Office of Temporary and Disability Assistance ("OTDA") through ~~23-LCM-11~~ <sup>24-LCH-13</sup> has allocated funds in the amount of \$426,000 to our County Department of Social Services for the provision of shelter and shelter services to the homeless in order to facilitate local compliance with Part 304 and Section 304.1 of Title 18 of the New York Codes, Rules and Regulations; and

**WHEREAS**, our Commissioner of Social Services proposes utilizing said OTDA allocated funds to: 1) enter into a contract with Shelters of Saratoga, Inc. to provide funding assistance in the amount of ~~\$399,979~~ <sup>\$405,000</sup> to cover the costs associated with operating the Saratoga Code Blue Shelter for the time period October 1, ~~2023~~ through September 30, ~~2024~~ <sup>2025</sup>; 2) cover any additional costs up to ~~\$26,021~~ <sup>\$21,000</sup> the Department of Social Services might incur for sheltering individuals or families that are not otherwise eligible for emergency housing and not able to be housed at the Code Blue Shelter, including DSS staff salaries to facilitate the Code Blue Program; and

**WHEREAS**, our Health and Human Services Committee and the Commissioner of Social Services have recommended that this Board approve the Commissioner's plan for compliance with Part 304 of Title 18 of the New York Codes, Rules and Regulations; and

**WHEREAS**, the acceptance of these State OTDA allocated funds requires this Board's approval; now, therefore, be it

**RESOLVED**, that the Chair of the Board and/or the Commissioner of Social Services are hereby authorized to execute any and all documents required to accept from the New York State Office of Temporary and Disability Assistance an allocation in the amount of \$426,000 for the provision of those shelter and shelter services to the homeless needed to comply with Part 304 of Title 18 of the New York Codes, Rules and Regulations; and, it is further

**RESOLVED**, that the Chair of the Board is authorized to execute an agreement with Shelters of Saratoga, Inc. for the reimbursement and payment of expenses associated with sheltering the homeless in compliance with Part 304 and Section 304.1 of Title 18 of the New York Codes, Rules and Regulations, for the term October 1, ~~2023~~ <sup>2024</sup> through September 30, ~~2024~~ <sup>2025</sup> at a cost not to exceed ~~\$399,979~~ <sup>\$405,000</sup>; and, it is further

**RESOLVED**, that any additional costs up to ~~\$26,021~~ <sup>\$21,000</sup> may be used by the Department of Social Services for costs incurred for sheltering individuals or families that are not otherwise eligible for emergency housing and not able to be housed at the Code Blue Shelter, including DSS staff salaries to facilitate the Code Blue Program; and, it is further

**RESOLVED**, that the form and content of all said documents and agreement shall be subject to the approval of the County Attorney; and, it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department's Budget.

~~NOVEMBER 19, 2024~~  
~~NOVEMBER 21, 2023~~ Regular Meeting  
Motion to Adopt: Supervisor Grasso  
Second: Supervisor: M. Veitch

AYES (199756.5): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Ian Murray (5808), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361)

NOES (0):

ABSENT (35752.5): Diana Edwards (819), Thomas Richardson (5163), Willard H. Peck (5242), Sandra Winney (2075), Tara N. Gaston (14245.5), John Lawler (8208)

THIS AGREEMENT, made this ~~21<sup>st</sup>~~ day of ~~December~~, <sup>2024</sup> 2023, BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, acting by and through its Saratoga County Department of Social Services (hereinafter "COUNTY"),

- and -

SHELTERS OF SARATOGA, INC., a not-for-profit corporation duly organized under the laws of the State of New York, with a place of business at 14 Walworth Street, Saratoga Springs, New York 12866 (hereinafter "SOS");

WHEREAS, Part 304 and Section 304.1 of Title 18 of the New York Code, Rules and Regulations (18 NYCRR §304.1) direct local social services districts to continue to take all necessary steps to provide shelter for homeless individuals and families that are not otherwise eligible for emergency housing through normal public assistance programs, whenever inclement winter weather temperatures are at or below 32 degrees Fahrenheit for the time period of October 1, 2023 through September 30, 2024, and to submit plans that would meet said requirements; and

WHEREAS, grant allocation funds from the New York State Office of Temporary and Disability Assistance ("OTDA") in the amount of \$426,000 are available to the COUNTY's Department of Social Services for the provision of shelter and shelter services to the homeless in order to facilitate local compliance with the new 18 NYCRR §304.1; and

WHEREAS, the COUNTY desires to utilize a portion of said OTDA funds to enter into a contract with SOS to provide funding assistance to SOS in an amount not to exceed \$399,979; \$405,000 consistent with the COUNTY's plan approved by OTDA for sheltering homeless individuals and families during periods of inclement winter weather and in compliance with the new 18 NYCRR §304.1, and

WHEREAS, pursuant to Resolution ~~288-2023~~ <sup>Xxx - 2024</sup> of the Saratoga County Board of Supervisors the Board of Supervisors authorized the Chairman to execute an agreement with Shelters of Saratoga, Inc. for the reimbursement and payment of SOS's expenses associated with sheltering the homeless in compliance with the 18 NYCRR §304.1, for the term October 1, 2023, 2024 through September 30, 2024, at a cost not to exceed \$399,979; and \$405,000

WHEREAS, the parties hereto desire to set forth the terms and conditions of their agreement for the COUNTY to fund the operating costs incurred by the SOS in sheltering the homeless during inclement weather consistent with the approved OTDA plan, and in compliance with the new 18 NYCRR §304.1;

NOW, THEREFORE, based upon the mutual covenants and consideration set forth herein, the parties agree as follows:

1. SOS's OBLIGATIONS TO COUNTY:

- A. SOS shall operate the Saratoga Code Blue Shelter in Saratoga Springs, New York in compliance with 18 NYCRR §304.1 for the terms October 1, ~~2023~~, <sup>2024</sup> through September 30, ~~2024~~. SOS shall provide all homeless individuals utilizing the Shelter with appropriate beds, food, and supportive services in compliance with the OTDA approved plan. 2025 ←
- B. SOS shall keep and maintain appropriate records relative to the additional expenses SOS incurs relative to SOS's compliance with the approved OTDA plan.
- C. SOS shall submit a request for reimbursement to the COUNTY for the expenses SOS incurs during the period from October 1, ~~2023~~, through September 30, ~~2024~~, relative to SOS's compliance with the approved OTDA plan, up to an amount not to exceed ~~\$399,979~~. SOS's reimbursement request shall consist of a duly executed COUNTY voucher, accompanied by supporting documentation that shall include copies of paid receipts for all expenses for which reimbursement is being requested. 2025 ← → 2024 \$ 405,000
- D. Extend Saratoga Code Blue's shelter hours to allow individuals experiencing homelessness to remain indoors during inclement winter weather.
- E. SOS, in conjunction with COUNTY, shall ensure that the Saratoga Code Blue facilities used to shelter homeless individuals during periods of inclement winter weather are safe, clean, and well-maintained and supervised, as required by State and local laws, regulations, administrative directives, and guidelines including local building and fire codes.

2. COUNTY OBLIGATIONS TO SOS:

- A. Upon receipt of SOS's executed voucher for reimbursement of SOS's expenses incurred consistent with the approved OTDA plan, the COUNTY shall make appropriate payment to SOS, in an amount not to exceed ~~\$399,979~~; <sup>\$ 405,000</sup> for the provision of shelter and shelter services to the homeless for the purpose of effecting compliance with 18 NYCRR §304.1. The COUNTY shall then make appropriate application to the OTDA for reimbursement of the amount paid to SOS out of the allocation funds available to local social services districts to facilitate compliance with 18 NYCRR §304.1.
- B. COUNTY, in conjunction with SOS, shall take all necessary steps to have the Saratoga Code Blue Shelter extend its shelter hours to allow individuals experiencing homelessness to remain indoors during inclement winter weather.



C. COUNTY, in conjunction with SOS, shall ensure that the Saratoga Code Blue facilities used to shelter homeless individuals during periods of inclement winter weather are safe, clean, and well maintained and serviced, as required by State and local laws, regulations, administrative directives, and guidelines including local building and fire codes.

2024 3. TERM OF AGREEMENT: The term of this Agreement shall commence as of October 1, 2023 through September 30, 2024. The provisions of Sections 1B, 1C, 2A, 5, 7, 8 and 10 shall survive the termination of this Agreement. 2025

4. PERMITS: SOS shall obtain and maintain in effect any and all required governmental permits or approvals needed for the operation of the Saratoga Code Blue Shelter.

5. RETENTION of RECORDS: the COUNTY and SOS agree to maintain and have available for audit such records as maybe required by the COUNTY, SOS, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a period of six (6) years from the termination of this Agreement.

6. COMPLIANCE WITH LAWS: The COUNTY and SOS shall comply with all applicable laws, ordinances, and regulations, including non-discrimination and labor laws.

7. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- A. Failure to perform: The failure by SOS to provide shelter and shelter services to the homeless as required by this Agreement.
- B. Non-Payment. The failure of the COUNTY to pay the reimbursement claim submitted by SOS when due.
- C. Other Failure to Perform. The failure by either the COUNTY or SOS to perform and/or comply with any term, covenant or condition required by this Agreement.

8. REMEDIES: In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damages for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice, and the defaulting party has not proceeded diligently to cure such default.

9. WAIVER: The failure of either party to insist on the strict performance of any term or provision hereof shall not be deemed a waiver of any subsequent breach.

10. APPLICABLE LAW: The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County and must be commenced in the Saratoga County Court.

11. NOTICES: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To the COUNTY: Commissioner of the Department of  
Social Services  
152 West High Street  
Ballston Spa, NY 12020

With copy to: Saratoga County Attorney  
40 McMaster Street  
Ballston Spa, NY 12020

To the CONTRACTOR: Duane Vaughn, Executive Director  
Shelters of Saratoga, Inc.  
14 Walworth Street  
Saratoga Springs, NY 12866

12. SEVERABILITY: In the event that any provision of this Agreement shall be Determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

13. MODIFICATIONS: This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by all parties.

14. AGENCY: Nothing contained herein shall constitute or be construed to create or constitute a legal or de facto partnership, joint venture, or an agency relationship between the parties.

15. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matters hereof and supersedes all prior agreements (written and oral) and understandings which may have related to the subject matter hereof.

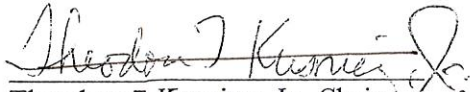
-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

APPROVED AS TO  
FORM AND CONTENT:

COUNTY OF SARATOGA

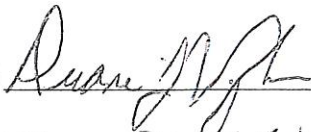
By:   
County Attorney

By:   
Theodore T. Kusnierz, Jr., Chair *DHL Barnett*  
Board of Supervisors  
Pursuant to Resolution: ~~288-2023~~ *XXX-2024*

Date: ~~12-21-23~~

SHELTERS OF SARATOGA, Inc.

Date ~~12/15/23~~

By:   
Print Name: Duane J. Vaughn  
Federal I.D. # 14-1758441

## Alber, Marisa (DFA)

---

**From:** Christine McKenna <finance@sheltersofsaratoga.org>  
**Sent:** Wednesday, October 16, 2024 12:59 PM  
**To:** Maxwell, Patrick (DFA); Alber, Marisa (DFA)  
**Cc:** executivedirector@sheltersofsaratoga.org; sromeo@sheltersofsaratoga.org  
**Subject:** Updated code blue budget  
**Attachments:** Code Blue 24.25.xlsx

**ATTENTION:** This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Patrick and Marisa,  
Here is an updated budget.

Chris



Christine M. McKenna  
Director of Finance  
Shelters of Saratoga  
518-581-1097 ext. 303 | Fax: 518-581-8735  
[www.sheltersofsaratoga.org](http://www.sheltersofsaratoga.org)

<u>2024-25 Code Blue Budget</u>	<u>Budget Amount</u>
<b><u>SOS Expense Category</u></b>	<b><u>Requested</u></b>
Code Blue Director	\$14,000.00
Code Blue Program Assistant	\$22,495.00
Support Staff	\$188,531.00
On- call	\$3,120.00
Sub-total salaries	\$228,146.00
Fringe	\$45,629.00
<b><u>SOS Total Staff Costs</u></b>	<b><u>\$273,775.00</u></b>
COVID Supplies (PPE, cleaning, janitorial)	\$3,500.00
Equipment, replacement and maintenance costs	\$5,000.00
Exterminator Services	\$1,500.00
Food and related supplies ( paper product etc.)	\$8,000.00
Guest Assistance (client supplies, bus passes etc.)	\$3,525.00
Insurance	\$3,000.00
IT Services (includes security system monitoring)	\$2,500.00
Phone/ Internet ( install if necessary)	\$2,000.00
Rent	\$70,000.00
Repairs and Maintenance	\$10,000.00
Security System Equipment Purchase	\$1,500.00
Security System Install	\$500.00
Snow Removal	\$3,000.00
Staff Mileage	\$500.00
Staff Training	\$500.00
Supplies (laundry, program, personal products, cleaning)	\$3,700.00
Trash Removal	\$2,500.00
Utilities	\$10,000.00
<b><u>Total Non-Salary Costs</u></b>	<b><u>\$131,225.00</u></b>
<b><u>SOS Expense Total</u></b>	<b><u>\$405,000.00</u></b>
<b><u>DSS Expenses</u></b>	
Salary/Fringe	\$6,000.00
Housing	\$13,500.00
Transportation	\$1,500.00
<b><u>DSS Expense Total</u></b>	<b><u>\$21,000.00</u></b>
<b><u>Total Code Blue Budget</u></b>	<b><u>\$426,000.00</u></b>



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Social Services

**DATE:** October 29, 2024

**COMMITTEE:** Health & Human Services

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted **Yes**

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE PROVISION OF BEHAVIORAL HEALTH CONSULTANT SERVICES, AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH ECS PSYCHOLOGICAL SERVICES, P.C.

3. Specific Details on what the resolution will authorize:

1. Acceptance of a \$70,000 continuing grant from the Office of Children and Family Services to contract with a behavioral health consultant co-located part time within the Department of Social Services to work alongside Child Protective and Child Preventive casework staff to identify and support the behavioral health needs of children and their caregivers who have been affected by substance use;
2. The Board Chairman to execute the extension of an agreement with ECS Psychological Services P.C. for \$70,000 for the provision of Behavioral Health Services.

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted Yes

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.60.610-7601 BICS PAYMENTS
- b. Budget year impacted 2024-2025
- c. Details

This is continuation of an agreement that has existed for the past five (5) years. These funds are intended to assist districts to improve their response to families affected by substance use disorders. Having behavioral health clinicians co-located with the child protective unit assists with collaboration and service delivery to these families.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation RFP

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

18-RFP-DSSBHC-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Erin Christopher-Sisk, President  
ECS Psychological Services, P.C.  
210 Church Street  
Saratoga Springs, New York 12866

e. Is the vendor/contractor an LLC, PLLC, or partnership: LLC

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: 12/01/2024

h. Termination of contract date: 11/30/2025

i. Contract renewal date and term: 12/01/2025

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

Yes



County Administrator's Office  
Consulted Yes

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

Federal

b. Agency granting funds:

Office of Children and Family Services (OCFS)

c. Amount of grant:

\$70,000.00

d. Purpose grant will be used for:

Behavioral Health Consultation

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

12/01/2024 - 11/30/2025

g. Amount of county matching funds:

0.00

h. Administrative fee to County:

0.00

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Mark up Draft Agreement

10. Remarks:

This is an extension of a prior agreement with a rate increase from \$80/hr to \$83/hr. The funds are reimbursed 100%. See attached vendor request and justification. The 100% reimbursement will not be impacted by the increased rate and there will be no reduction in services.



# BOARD OF SUPERVISORS

11/21/2023

## RESOLUTION ~~289~~<sup>xxx 2024</sup> - 2023

Introduced by Health and Human Services: Supervisors ~~Barrett, Lant, Murray, Ostrander, Richardson, Schopf and Wright~~

### **AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE PROVISION OF BEHAVIORAL HEALTH CONSULTANT SERVICES, AND AUTHORIZING AN AMENDED AGREEMENT WITH ECS PSYCHOLOGICAL SERVICES, P.C.**

**WHEREAS**, grant funds in the amount of \$70,000 are available from the New York State Office of Children and Family Services ("OCFS") under the federal Child Abuse or Neglect Prevention and Treatment Act/Comprehension Addiction and Recovery Act ("CAPTA/CARA") which the Saratoga County Department of Social Services ("DSS") wishes to utilize for purposes of retaining the services of a behavioral health consultant to assist the Department's Child Protective Services and Preventive Services units in the identification of families experiencing substance abuse disorders, and in the development, implementation and monitoring of plans of safe care with infants and families affected by substance abuse; and

**WHEREAS**, it was anticipated that these CAPTA/CARA grant funds would be available on an annual basis for up to an additional four (4) years, subject to federal appropriation; and

**WHEREAS**, DSS was recently informed that an additional year of CAPTA/CARA funding in the amount of \$70,000 would be forthcoming; and

**WHEREAS**, eligibility requirements for the CAPTA/CARA grant monies mandate that the behavioral health consultant must be located on-site at the County DSS offices; and

**WHEREAS**, the Commissioner of the Department of Social Services initially solicited proposals for the provision of behavioral health clinician services to assist DSS Child Protective Services and Preventive Services caseworkers to identify and support the behavioral health needs of both adults and children where substance abuse is an issue; and the proposal of ECS Psychological Services, P.C. was accepted; and

**WHEREAS**, the acceptance of these State OCFS grant funds requires this Board's approval; now, therefore, be it

**RESOLVED**, that the Chair of the Board and/or the Commissioner of Social Services are hereby authorized to execute any and all documents required to accept from the New York State Office of Children and Family Services, a CAPTA/CARA grant in the amount of \$70,000 for the

term from December 1, <sup>2024</sup>2023 through November 30, <sup>2025</sup>2024, and on an annual basis commencing December 1, <sup>2025</sup>2024 subject to the annual federal appropriation of such CAPTA/CARA grant funding, for the purposes of retaining the services of a behavioral health clinician to assist the Department of Social Services in identifying families experiencing substance abuse disorders and to develop, implement and monitor plans of safe care for families affected by substance abuse; and, it is further

**RESOLVED**, that the Chair of the Board is authorized to execute an amended agreement with ECS Psychological Services, P.C. of Saratoga Springs, New York, for the provision of behavioral health consultant services to the Saratoga County Department of Social Services for the term from December 1, <sup>2024</sup>2023 through November 30, <sup>2025</sup>2024, at the cost of ~~\$80.00~~ <sup>\$83.00</sup> per hour, plus mileage, with the total contract amount not to exceed \$70,000, subject to annual renewals commencing December 1, <sup>2024</sup>2024, conditioned upon the annual federal appropriation and award of CAPTA/CARA grant funding to cover the costs of said behavioral consultant position; and, it is further

**RESOLVED**, that the form and content of all said documents and agreement shall be subject to the approval of the County Attorney; and, it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

*November 19, 2024*

November 21, 2023 Regular Meeting

Motion to Adopt: Supervisor Grasso

Second: Supervisor: M. Veitch

~~AYES (180742): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Eric Butler (6500), Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Ian Murray (5808), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361)~~

~~NOES (0):~~

~~ABSENT (35752.5): Diana Edwards (819), Thomas Richardson (5163), Willard H. Peck (5242), Sandra Winney (2075), Tara N. Gaston (14245.5), John Lawler (8208)~~

~~RECUSED (19014.5): Jonathon Schopf (19014.5)~~



210 Church Street, Saratoga Springs, NY, Ph: (518) 580-0520 Fax: (518) 580-9975

---

October 11, 2024

Dear Commissioner Maxwell:

I am writing to request an increase in the hourly rate for the Behavioral Health Consultant services ECS Psychological Services provides your agency. Over the past two years we have seen a rise in compensation related expenses as well as a trend of providing on-site services approximately 43-46 weeks of the year due to consultant vacations, observed holidays and occasional consultant illness. I am proposing an increase in hourly rate from \$80/hr to \$83/hr which is still significantly lower than industry average for our area (\$120-\$150/hr). It continues to be our pleasure to assist your department in the Behavioral Health Consultant role and hope that our collaborative efforts can continue to improve outcomes for parents struggling with addiction and substance abuse. I appreciate your consideration of this request.

Respectfully,

A handwritten signature in black ink that reads "Erin Christopher-Sisk".

---

Erin Christopher-Sisk



# Office of Children and Family Services

Kathy Hochul  
Governor

52 WASHINGTON STREET  
RENSELAER, NY 12144

DaMia Harris-Madden, Ed.D., MBA, M.S.  
Commissioner

## Local Commissioners Memorandum

<b>Transmittal:</b>	24-OCFS-LCM-27
<b>To:</b>	Local Departments of Social Services Commissioners
<b>Issuing Division/Office:</b>	Division of Child Welfare and Community Services
<b>Date:</b>	October 8, 2024
<b>Subject:</b>	<b>CAPTA/CARA State Grant SFY2025</b>
<b>Contact Person(s):</b>	See section V.
<b>Attachments:</b>	Attachment A: <i>SFY 2024-25 District Allocation Amounts</i> Attachment B: <i>Attestation of Use of CAPTA/CARA Funds</i> Attachment C: <i>CAPTA/CARA Grant for Plans of Safe Care Quarterly Report</i> Attachment D: <i>Attachment for U.S. Department of Health and Human Services Grants</i>

### I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local departments of social services (LDSSs) of the availability of federal Child Abuse Prevention and Treatment Act (CAPTA) Comprehensive Addiction and Recovery Act of 2016 (CARA) funds in the state fiscal year (SFY) 2024-25. The purpose of this funding is to help states improve their response to families and infants affected by substance use disorders (including alcohol and other substances). The New York State Office of Children and Family Services (OCFS) is making available to LDSSs \$4,430,000 of the federal CARA funds in this SFY. This LCM also provides information on each district's allocation, how districts may use the funds, and planning and claiming requirements.

OCFS has restructured the district's allocation amounts for (SFY) 2024-25, see Attachment A. OCFS increased the minimum allocations in 2024-25 to allow the LDSS to be more competitive in their hiring and contracting for these services. The minimum allocations were increased from \$50,000 to \$70,000. The maximum allocation remains at \$90,000.

### II. Background

The Consolidated Appropriations Act of 2018, signed into law on March 23, 2018. The committee report for the appropriations act agreement specified that the increase in funding is intended to help states improve their response to families and infants affected by substance use disorders. States are required to prioritize the funds for the development, implementation, and monitoring of plans of safe care for substance-exposed infants, consistent with the requirement found in section 106(b)(2)(B)(iii) of CAPTA, as amended by CARA.

On June 4, 2018, an LCM<sup>1</sup> was disseminated to LDSSs requiring them to utilize the newly developed *Plan of Safe Care* form for infants born and identified as affected by prenatal substance use disorder or experiencing neonatal withdrawal symptoms or Fetal Alcohol Spectrum Disorder (OCFS-2196, *Plan of Safe Care*: [https://ocfs.ny.gov/main/Forms/Foster\\_Care/OCFS-2196.docx](https://ocfs.ny.gov/main/Forms/Foster_Care/OCFS-2196.docx)). In addition, LDSSs are required to monitor the activities in the *Plan of Safe Care* and document the implementation and progress of the plan in their case record.

Infants born to a person who used alcohol and/or other substances during their pregnancy may present with various health-related issues. The early identification, referral, and implementation of services are critical factors to promote positive long-term outcomes for children and families. OCFS is making funding available to upstate districts for the purpose of hiring behavioral health consultants, public health nurses, early childhood specialists, peer recovery specialists, and/or parent advocates to assist in the identification of families adversely impacted by substance use and in the development, implementation, and monitoring of plans of safe care with infants and families affected by substance use. OCFS will allow smaller counties within upstate New York to share a behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocate.

### III. Program Implications

LDSSs must use the funds to hire or to contract for a full-time or part-time behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocates to work alongside child protective services (CPS) and preventive services caseworkers, to identify and support the behavioral health needs of children and their caregivers who have been affected by substance use. This includes assisting with the development, implementation, and monitoring of the plan of safe care for children when the following circumstances occur: an infant is “exposed” to substance use disorder and does not exhibit symptoms of withdrawal; an infant is identified as being “affected” by substance use or substance use disorder (i.e., exhibiting symptoms of substance withdrawal) or receives a diagnosis of Neonatal Abstinence Syndrome (NAS)/Neonatal Opioid Withdrawal Syndrome (NOWS); or a newborn who receives a diagnosis of Fetal Alcohol Spectrum Disorder.

It is required that the behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocates be co-located, on-site at the LDSS. Extra-large LDSSs and LDSSs in the Westchester Region will receive \$90,000, and the rest of state LDSSs will receive \$70,000. LDSSs must provide or contract for services provided by a behavioral health clinician, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocates who is knowledgeable or will become knowledgeable about the CPS process and requirements. The person will assist with the following as allowed by their credentials:

- Assist CPS and preventive caseworkers by
  - accompanying caseworkers in the field to visit with families already identified or needing an assessment (e.g., Uncope+) and
  - providing direct consultation with caseworkers regarding families who are affected by substance use.
- Assist in the development, implementation, and/or monitoring of a plan of safe care for an infant and family affected by substance use requiring a plan of safe care.
- Provide clinical assessments and documentation to support the CPS process (peer recovery specialists and/or parent advocates cannot perform this function).

<sup>1</sup> [18-OCFS-LCM-06](#), *Plan of Safe Care Forms*.

- Use knowledge of resources within the LDSS to provide referrals for identified children and/or adults who may need ongoing services.

To receive the allocated funds, LDSSs must complete Attachment B, *Attestation of Use of CAPTA/CARA Funds*, and must indicate on the form how they will utilize these funds. Funds can be used for the cost of salary, fringe benefits, and travel costs and must be spent by November 30, 2025.

LDSSs must submit Attachment B, which includes the following information, to: [ocfs.sm.cara.pqi@ocfs.ny.gov](mailto:ocfs.sm.cara.pqi@ocfs.ny.gov) by November 30, 2024:

- Whether the funds will be used to hire a full-time or part-time behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocate(s).
- Whether the funds will be used to contract a full-time or part-time behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocate(s).
- Whether you plan on sharing a behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocate(s) and if so, with what LDSS.

LDSSs awarded funding will be expected to submit quarterly reports to include the following:

- Number of visits to families by provider type.
- Number of plans of safe care assisted in development, implementation, and/or monitoring.
- Number of assessments completed for children and adults by the behavior health consultants/public health nurse/early childhood specialist. (The peer recovery specialists and/or parent advocates cannot perform this function.)
- Number of children and adults identified as benefiting from services.
- Referrals made by the behavioral consultant/public health nurse/early childhood specialist/peer recovery specialist and/or parent advocate(s) to services identified through the *Plan of Safe Care* form.

#### IV. Fiscal and Claiming

There are \$ 4,430,000 in federal funds in the SFY 2024-25 budget for expenditures related to the implementation of CARA. Claims for these funds must be submitted as described below. These funds are to be used only to reimburse LDSS expenditures beginning December 1, 2024, and ending November 30, 2025. Continuation of funding is dependent upon New York State receiving additional federal CAPTA funding.

Reimbursement is 100% federal share, up to the amount of the LDSS's allocation. A cooperative agreement is not needed for approval to access CAPTA/CARA funds. These project expenditures should be claimed through the RF17 claim package for special project claiming. Prior to entry of the RF17, costs are first identified on the RF2A claim package as F17 functional costs (Other Reimbursable Programs) and reported in the F17 column on the *Cost Allocation Schedule of Payments Other Than Salaries* (LDSS-923) and the Schedule D, *DSS Administrative Expense Allocation and Distribution by Function and Program* (LDSS-2347). After final accepting the RF2A claim package, the individual project costs should be reported under the project label **CARA SFY 2024-25** on the RF17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the RF17 Worksheet, *Distribution of Allocated Costs to Other Reimbursable Programs* (LDSS-4975A), while

overhead costs are automatically brought over from the RF-2A, Schedule D, and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on the Summary, *Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs* (LDSS-923B), while program costs are reported as object of expense code 37 – Special Project Program Expense – on the Summary, *Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs* (LDSS-923B).

Claims for LDSS expenditures that occur during the period December 1, 2024, through November 30, 2025, must be final accepted in the Automated Claiming System no later than February 27, 2026. OCFS may reallocate any unspent funds from a local district to other local districts that have claims that exceed their allocation.

Instructions for completing time studies, the LDSS-923, the LDSS-923B, the Schedule D, and the RF17 claim package are found in Chapters 4, 7, and 18, respectively, of the *Fiscal Reference Manual* (FRM), Volume 3. The FRMs are available online at <https://intranet.otda.ny.gov/bfdm/finance/>.

Please note: These expenditures must be processed offline. They cannot be processed through purchase of service authorizations in the Welfare Management System paid through the Benefits Issuance Control System.

## V. Contacts

Division of Child Welfare and Community Services regional offices:

**Albany Regional Office:** John Lockwood (518) 486-7078, [John.Lockwood@ocfs.ny.gov](mailto:John.Lockwood@ocfs.ny.gov)

**Buffalo Regional Office:** Amanda Darling (716) 847-3145, [Amanda.Darling@ocfs.ny.gov](mailto:Amanda.Darling@ocfs.ny.gov)

**New York City Regional Office:** Sandra Davidson (212)-383-1820,

[Sandra.Davidson@ocfs.ny.gov](mailto:Sandra.Davidson@ocfs.ny.gov)

**Rochester Regional Office:** Christopher Bruno (585) 238-8201, [Christopher.Bruno@ocfs.ny.gov](mailto:Christopher.Bruno@ocfs.ny.gov)

**Syracuse Regional Office:** Sara Simon (315) 423-1200, [Sara.Simon@ocfs.ny.gov](mailto:Sara.Simon@ocfs.ny.gov)

**Westchester Regional Office:** Sheletha Chang (845) 708-2499, [Sheletha.Chang@ocfs.ny.gov](mailto:Sheletha.Chang@ocfs.ny.gov)

**Native American Services:** Heather LaForme (716) 847-3123, [Heather.Laforme@ocfs.ny.gov](mailto:Heather.Laforme@ocfs.ny.gov)

Any claiming questions pertaining to the Administration for Children's Services should be directed to the Office of Temporary and Disability Assistance, Bureau of Financial Services.

**Regions 1-5:** Justin Gross (518) 474-7549, [otda.sm.Field\\_Ops.I-IV@otda.ny.gov](mailto:otda.sm.Field_Ops.I-IV@otda.ny.gov)

**Region 6:** Michael Simon (212) 961-8250, [Michael.Simon@otda.ny.gov](mailto:Michael.Simon@otda.ny.gov)



***/s/ Gail Geohagen-Pratt***

---

**Issued by:**

Name: Gail Geohagen-Pratt

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

***/s/ Sharon Devine***

---

**Issued by:**

Name: Sharon Devine

Title: Deputy Commissioner

Division/Office: Division of Administration

**Attachment A**  
**SFY 2024-25 District Allocation Amounts**

<b>District</b>	<b>Allocation</b>	<b>District</b>	<b>Allocation</b>
Albany	\$90,000	Oneida	\$90,000
Allegany	\$70,000	Onondaga	\$90,000
Broome	\$70,000	Ontario	\$70,000
Cattaraugus	\$70,000	Orange	\$90,000
Cayuga	\$70,000	Orleans	\$70,000
Chautauqua	\$70,000	Oswego	\$70,000
Chemung	\$70,000	Otsego	\$70,000
Chenango	\$70,000	Putnam	\$90,000
Clinton	\$70,000	Rensselaer	\$70,000
Columbia	\$70,000	Rockland	\$90,000
Cortland	\$70,000	Saratoga	\$70,000
Delaware	\$70,000	Schenectady	\$70,000
Dutchess	\$90,000	Schoharie	\$70,000
Erie	\$90,000	Schuyler	\$70,000
Essex	\$70,000	Seneca	\$70,000
Franklin	\$70,000	Saint Lawrence	\$70,000
Fulton	\$70,000	St. Regis Mohawk Tribe	\$70,000
Genesee	\$70,000	Steuben	\$70,000
Greene	\$70,000	Suffolk	\$90,000
Hamilton	\$70,000	Sullivan	\$90,000
Herkimer	\$70,000	Tioga	\$70,000
Jefferson	\$70,000	Tompkins	\$70,000
Lewis	\$70,000	Ulster	\$90,000

Livingston	\$70,000	Warren	\$70,000
Madison	\$70,000	Washington	\$70,000
Monroe	\$90,000	Wayne	\$70,000
Montgomery	\$70,000	Westchester	\$90,000
Nassau	\$90,000	Wyoming	\$70,000
New York City	\$90,000	Yates	\$70,000
Niagara	\$70,000	<b>Statewide Total</b>	<b>\$4,430,000</b>

AMENDMENT AND RENEWAL AGREEMENT

SIXTH

Fifth Renewal and Amendment to Agreement Dated April 10, 2019.

BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

- and -

ECS Psychological Services, P.C., having a place of business at 210 Church Street, Saratoga Springs, New York 12866, (CONTRACTOR);

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into an agreement dated April 10, 2019, whereby CONTRACTOR agreed to provide behavioral health consultant services to the Saratoga County Department of Social Services for the term from April 1, 2019 through November 30, 2019 subject to annual renewal commencing on December 1, 2019 for up to four (4) additional years conditioned upon the annual federal appropriation and award of CAPTA/CARA grant funding to cover the cost of said behavioral consultant position, in accordance with County Specification and the CONTRACTOR's proposal, at the cost of \$74.00 per hour, plus mileage, with the total not to exceed the sum of \$70,000; and

WHEREAS, COUNTY <sup>received NOTIFICATION OF AN ADDITIONAL</sup> anticipates the annual federal appropriation and award of CAPTA/CARA grant funding to cover the cost of behavioral health consultant services for the term of December 1, 2023, through November 30, 2024; and

WHEREAS, both CONTRACTOR and COUNTY desire to renew and amend the Agreement dated April 10, 2019, as last renewed by Agreement dated ~~May 4, 2023~~ <sup>2024</sup> <sub>2023</sub>, for the fifth renewal term from December 1, 2023, through November 30, 2024, accordingly; MARCH 13, 2024  
SIXTH

NOW, THEREFORE, the parties agree as follows:

1. The Agreement dated April 10, 2019 between CONTRACTOR and COUNTY for CONTRACTOR's provision of behavioral health consultant services to the Saratoga County Department of Social Services for the term from April 1, 2019 through November 30, 2019 is hereby renewed for a fifth term of one (1) year to commence on December 1, 2023 and terminate on November 30, 2024; <sup>2025</sup> SIXTH  
conditioned upon the annual federal appropriation and award of CAPTA/CARA grant funding to cover the cost of said behavioral consultant position. 2024
2. The Agreement dated April 10, 2019 between CONTRACTOR and COUNTY for CONTRACTOR's provision of behavioral health consultant services to the Saratoga County Department of Social Services for the term from April 1, 2019

#83

2024

through November 30, 2019 is hereby amended to a cost of \$80 per hour, plus mileage, with the total contract not to exceed \$70,000, subject to annual renewals commencing December 1, 2023, conditioned upon the annual federal appropriation and award of CAPTA/CARA grant funding to cover the costs of said behavioral consultant position.

- 3. All other terms of said Agreement dated April 10, 2019, and any amendments thereto not inconsistent with the provisions of this Renewal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal and Amendment Agreement this 13 day of March, 2024

APPROVED AS TO FORM AND CONTENT:

By: [Signature]  
County Attorney

COUNTY OF SARATOGA

By: [Signature]  
Philip C. Barrett, Chair Philip C. Barrett  
Board of Supervisors  
Pursuant to Resolution: 289-2023 XXX 2024

Date: 3-13-24

ECS Psychological Services, P.C.

Date 1/5/24

By: [Signature]  
Erin Christopher Sisk, President  
Federal I.D. # 200644974



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Social Services

**DATE:** October 29, 2024

**COMMITTEE:** Health & Human Services

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

AUTHORIZING A RENEWAL AGREEMENT WITH TOGETHER FOR YOUTH, INC. (formerly BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH, INC.) FOR THE OPERATION OF THE ENHANCED STEPPING STONES PROGRAM

3. Specific Details on what the resolution will authorize:

It will authorize the Chair of the Board to execute a renewal agreement with Together for Youth Inc. of Canaan, New York for the provision of its Enhanced Stepping Stones Program which provide intensive family-based in-home case management services to at-risk youth for a term commencing on October 1, 2024 through September 30, 2025 at an annual cost of \$114,207.00. The form and content of the renewal agreement shall be subject to the approval of the County Attorney.

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.60.610-7601.RTA
- b. Budget year impacted 2024-2025
- c. Details

Department has funds in its 2024 budget to cover the contract expense.  
Department has included funds for this contract in its proposed 2025 budget.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation Sole Source

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Brian Parchesky, President and Chief Executive Officer  
Together for Youth, 13640 Route 22 Canaan, New York 12029

e. Is the vendor/contractor an LLC, PLLC, or partnership: NO

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: 10/01/2024

h. Termination of contract date: 9/30/25

i. Contract renewal date and term: 10/01/24-9/30/25

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Together for Youth has been contacted and is in agreement with an extension through 9/30/25. Sole Source Letter of Attestation is attached.

Human Resources Consulted

No

Purchasing Office Consulted

Yes



County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Together for Youth Letter, Mark up Amended Contract

10. Remarks:

In April 10, 2017, New York Governor Andrew M. Cuomo signed legislation raising the age of criminal responsibility to age 18 to provide young people in New York who commit non-violent crimes with the intervention and evidence-based treatment they need. The new measures were phased in over time, raising the age of criminal responsibility from age 16 to age 17 beginning on October 1, 2018, and subsequently raising the age to 18 on October 1, 2019. The RTA Law provides, among other things, LDSS eligibility for 100% State Raise the Age funding, net of Federal funding from Title IV-E, for Raise the Age eligible youth claims for services that are included in NYS Division of Budget-Approved Comprehensive Fiscal Plans. To be eligible for 100% reimbursement, the law required that counties submit a Comprehensive Plan to the Office of Children and Family Services (OCFS). Each year OCFS has approved and DSS has included funds for this contract in its annual budget. There are funds to cover the cost of this contract in the 2024 DSS budget and DSS will include funds to cover this in its 2025 budget submittal. Attached is a Mark up of the most recent Board of Supervisor Resolutions regarding this contract and program.



# BOARD OF SUPERVISORS

9/19/2023

## RESOLUTION XXX – ~~2023~~ 2024

Introduced by ~~Health and Human Services: Supervisors Barrett, Lant, Murray, Ostrander, Richardson, Schopf and Wright~~

### AUTHORIZING A RENEWAL AGREEMENT WITH **TOGETHER FOR YOUTH, INC.** **(FORMERLY BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH, INC.)** FOR THE OPERATION OF THE ENHANCED STEPPING STONES PROGRAM

**WHEREAS**, as a result of the Raise the Age legislation enacted in 2017, the age of criminal responsibility for youth who commit crimes was raised to 18 years of age effective October 1, 2018; and

**WHEREAS**, under the provisions of the Raise the Age (“RTA”) law, counties are to be reimbursed for all incremental costs associated with the implementation and ongoing services associated with raising the age of criminal responsibility, including local costs incurred in such areas as law enforcement, local detention, court services, Sheriff’s transportation, probation, youth services, and capital expenditures; and

**WHEREAS**, in order to qualify for reimbursement of RTA related expenditures, counties are required to adhere to the New York State imposed property tax cap and submit to the State for approval a comprehensive plan of work for raising the age locally which identifies eligible incremental costs for which reimbursement will be required; and

**WHEREAS**, pursuant to Resolutions 114-2020, 197-2021, and 237-2022 and ~~280-2022~~, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. (“Berkshire Farm Center”) for the provision of intensive family-based in-home case management services to at-risk youth for terms of approximately one (1) year each; and

**WHEREAS**, pursuant to Resolution ~~280-2022~~ ~~227-2023~~, the County entered into an agreement with Berkshire Farm Center for the provision of intensive family-based in-home case management services to at-risk youth for a term from October 1, ~~2022~~ ~~2023~~ through September 30, ~~2023~~ ~~2024~~; and

**WHEREAS**, our Health and Human Services Committee and the Commissioner of Social Services have recommended that the County enter into a renewal agreement with ~~Berkshire Farm Center~~ **Together for Youth** for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on October 1, ~~2023~~ ~~2024~~

through September 30, 2024 ~~2025~~, at an annual cost of \$110,880 ~~\$114,20700~~; now, therefore, be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute a renewal agreement with ~~Berkshire Farm Center and Services for Youth, Inc.~~ **Together for Youth, Inc.**, of Canaan, New York, for the provision of its Enhanced Stepping Stones Program which provides for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on October 1, 2023 ~~2024~~ through September 30, 2024 ~~2025~~, at an annual cost of \$110,880 ~~\$114,207.00~~; and it is further

**RESOLVED**, that the form and content of such renewal agreement shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are available in the department budget.

~~September 19, 2023~~ **November 19, 2024** Regular Meeting

Motion to Adopt: Supervisor(s)

Second: Supervisor(s)

AYES:

NOES:

ABSENT:



# BOARD OF SUPERVISORS

9/19/2023

## RESOLUTION 227 - 2023

Introduced by Health and Human Services: Supervisors Barrett, Lant, Murray, Ostrander, Richardson, Schopf and Wright

### **AUTHORIZING A RENEWAL AGREEMENT WITH BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH, INC. FOR THE OPERATION OF THE ENHANCED STEPPING STONES PROGRAM**

**WHEREAS**, as a result of the Raise the Age legislation enacted in 2017, the age of criminal responsibility for youth who commit crimes was raised to 18 years of age effective October 1, 2018; and

**WHEREAS**, under the provisions of the Raise the Age ("RTA") law, counties are to be reimbursed for all incremental costs associated with the implementation and ongoing services associated with raising the age of criminal responsibility, including local costs incurred in such areas as law enforcement, local detention, court services, Sheriff's transportation, probation, youth services, and capital expenditures; and

**WHEREAS**, in order to qualify for reimbursement of RTA related expenditures, counties are required to adhere to the New York State imposed property tax cap and submit to the State for approval a comprehensive plan of work for raising the age locally which identifies eligible incremental costs for which reimbursement will be required; and

**WHEREAS**, pursuant to Resolutions 114-2020, 197-2021, and 237-2022, the County entered into agreements with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to at-risk youth for terms of approximately one (1) year each; and

**WHEREAS**, pursuant to Resolution 280-2022, the County entered into an agreement with Berkshire Farm Center for the provision of intensive family-based in-home case management services to at-risk youth for a term from October 1, 2022 through September 30, 2023; and

**WHEREAS**, our Health and Human Services Committee and the Commissioner of Social Services have recommended that the County enter into a renewal agreement with Berkshire Farm Center for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on October 1, 2023 through September 30, 2024, at an annual cost of \$110,880; now, therefore, be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute a renewal agreement with Berkshire Farm Center and Services for Youth, Inc., of Canaan, New York, for the provision of its Enhanced Stepping Stones Program which provides for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on October 1, 2023 through September 30, 2024, at an annual cost of \$110,880; and it is further

**RESOLVED**, that the form and content of such renewal agreement shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT:** No Budget Impact. Funds are included in the Department budget.

**September 19, 2023 Regular Meeting**

Motion to Adopt: Supervisor Kinowski

Second: Supervisor Butler

**AYES (203089):** Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361)  
**NOES (0):**

**ABSENT (32420):** Eric Connolly (11831), Arthur M. Wright (1976), Thomas Richardson (5163), Willard H. Peck (5242), John Lawler (8208)



13640 State Route 22  
Canaan, NY 12029  
518.781.4567

[togetherforyouth.org](http://togetherforyouth.org)

**Brian Parchesky**  
President & CEO

May 1, 2024

Dear Community Partners,

I hope this message finds you well. I am thrilled to share some exciting news with you. As of May 1, Berkshire Farm Center & Services for Youth will become:

## **Together for Youth**

Please click the link to watch our video: [Welcome to Together for Youth!](#)

While our name is changing, our mission and unwavering commitment to serving youth and families remain steadfast. Please know that our FEIN and tax ID will stay the same. For over a century, we have dedicated ourselves to providing support, guidance, and opportunities for young people to thrive, and that dedication will only grow stronger under our new identity.

Together for Youth embodies the spirit of collaboration and unity that defines our organization. It reflects our belief in the power of community coming together to create positive change in the lives of young people. We are incredibly excited about this new chapter in our organization's journey and look forward to continuing our work alongside you, our valued partners and supporters. Your ongoing dedication and collaboration are vital as we strive to make a meaningful difference in the lives of youth and families.

Please know that the transition to our new name has been planned out in great detail and changes will be occurring over the next several months. You can also visit our new website: [www.togetherforyouth.org](http://www.togetherforyouth.org) for more information and to read our statewide press release.

Thank you for your continued support and partnership. Together, we can achieve great things for our youth and our communities.

Warm regards,

Brian Parchesky  
President & CEO  
Together for Youth



### **Our Mission:**

*To empower youth and families to live safely, independently, and productively in their communities.*

COUNTY OF SARATOGA, ACTING THROUGH ITS DEPARTMENT OF SOCIAL SERVICES AND ~~BERKSHIRE FARM CENTER & SERVICES FOR YOUTH, INC.~~ *TOGETHER for YOUTH, INC*

Enhanced Stepping Stones Program

AGREEMENT

THIS AGREEMENT is made the 21<sup>st</sup> day of December ~~2023~~ <sup>2024</sup> with offices located at 40 McMaster Street, Ballston Spa, NY 12020 (hereinafter referred to as COUNTY), and the ~~Berkshire Farm Center & Services for Youth, Inc.~~ (hereinafter referred to as ~~BERKSHIRE~~), with offices located at 13640 Route 22, Canaan, New York 12029.

*TOGETHER for YOUTH*

*TFY*

WITNESSETH:

WHEREAS, as a result of the Raise the Age legislation enacted by the New York State Legislature and the Governor in 2017, the age of criminal responsibility for youths who commit crimes as defined in the Penal Law was raised to 16 years of age on October 1, 2018, and was further raised to 17 years of age effective October 1, 2019; and

*TFY'S*  
WHEREAS, ~~BERKSHIRE'S~~ Enhanced Stepping Stones Program provides intensive home and community based juvenile delinquent diversion services to prevent detention and out-of-home placement for 16- and 17-year-old youth involved in the juvenile justice system; and

~~2023~~ *2024* ~~XXX~~  
WHEREAS, pursuant to Resolution ~~280-2022~~ of the Saratoga County Board of Supervisors, the COUNTY was authorized to enter into a renewal agreement with ~~BERKSHIRE~~ for the provision of ~~BERKSHIRE'S~~ Enhanced Stepping Stones Program services of intensive family-based in-home case management services to Saratoga County youth at risk in order to reduce and prevent the placement of 16 and 17 year old juvenile delinquents and adolescent offenders in specialized secure detention facilities, subject to the mutual conditions and covenants herein;

*TFY'S*

*TFY*

NOW, THEREFORE, the parties agree as follows:

*TFY*  
1. ~~BERKSHIRE~~ will provide intensive family-based in-home case management services to Saratoga County youth at risk in order to reduce and prevent the placement of 16- and 17-year-old juvenile delinquents and adolescent offenders in secure detention and specialized secure detention facilities in accordance with the Enhanced Stepping Stones Program services outlined in Exhibit A, attached hereto, incorporated herein, and made a part hereof.

2. For the provision of said Enhanced Stepping Stones Program services to COUNTY, COUNTY will pay by ~~BERKSHIRE~~ a total fee of One Hundred Ten Thousand Eight ~~Hundred and Eighty~~ *\$9517.25* dollars (\$110,880), payable in twelve monthly payments of \$9,240 ~~\$9917.25~~ *\$114,207*  
*ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND SEVEN DOLLARS*

*TFY*

each, upon receipt of a properly executed and documented COUNTY voucher for each payment.

3. <sup>TFY</sup> BERKSHIRE will forward a monthly voucher request with supporting documentation to the COUNTY for processing. BERKSHIRE shall receive payment within forty-five (45) days of receipt of an approved voucher. <sup>TFY</sup>

4. <sup>TFY</sup> BERKSHIRE will also provide the following services to COUNTY:

- a. A Master's level Family Specialist to work with 6 identified youth and their families at any given time in an intensified manner for a 90-day period, to be extended as appropriate upon request by Saratoga County Probation ("PROBATION") for up to another 30 days. If PROBATION has identified more than 6 active cases, the program will develop a waitlist that will be reviewed with the Probation Director or his designee and Program Coordinator on a weekly basis. A seventh case with the family specialist would only be opened if the team has already deemed another case ready for discharge. A Program Coordinator will be available at any time to the Family Specialists for assistance and supervision. The youth in this program must have been charged, petitioned, or adjudicated as a Juvenile Delinquent (JD) or Adolescent Offender (AO).
- b. Each week, the Family Specialist will meet face to face at least twice with each youth and his/her family and have unlimited collateral contacts. Such meetings/contacts will include home visits, Family Court and Probation appearances, and all other contacts needed to reduce behaviors placing the youth at risk. The Family Specialist will evaluate the level of risk and need of each family, and when appropriate, may adjust the frequency of face-to-face contacts to better address risk and needs.
- c. Immediate response to referrals, with a no reject policy, 24 hours/day. Additionally, once contacted by PROBATION that a youth may be or has been remanded to detention, a Family Specialist shall assist PROBATION with the process of assessing the youth and family for the potential of release. The Family Specialist will begin to engage the parent /guardian and obtain all releases to be signed so assessment can begin. The Family Specialists shall consider the results of a detention screen instrument, an instrument approved by PROBATION, as well as any other pertinent facts in terms of a recommendation for release from detention or, if the youth is not in detention, a recommendation for return to the biological family, relative or any other appropriate person in lieu of detention. The Family Specialists will review the recommendation for or against release with PROBATION prior to discussing with any other entity other than BERKSHIRE. <sup>TFY</sup> The Family Specialists will communicate and work cooperatively with detention facility administrators in order to support the implementation and ongoing success of this program.
- d. If a Family Specialist is advised of an after-hours admission by a detention facility, the Family Specialist shall advise PROBATION by email, phone, or text by no later than 9:00 a.m. of the next business day.



- e. A copy of any after-hours paperwork provided to or completed by a Family Specialist shall be provided to PROBATION by fax or hand delivered by no later than 9:00 a.m. of the next business day.
  - f. The Family Specialist shall be available to appear in Family Court in order to interview youth & family, facilitate release (if warranted) and, if needed, initiate involvement with those approved (by the Court or PROBATION) for this program.
  - g. Crisis intervention 24 hours/day, 365 days per year. The Family Specialist shall respond to any crisis immediately and will use the energy of the crisis to move the family through and help to mediate the crisis. The Family Specialists shall teach the families skills that will help them to avoid and manage future crisis.
  - h. Assist with the assessment of child and family functioning and development of a treatment plan as outlined in Exhibit A and in conjunction with the Youth Assessment Screening Instrument ("YASI") Plan. For those youth who are under probation intake or court-ordered supervision with the probation department, the Family Specialists will collaborate with the assigned probation officer to develop Action Steps for the YASI Plan the steps based upon the risk areas identified by the probation officer using the Legal History, Family, School, Community/Peer, Alcohol/Drugs, Mental Health, Aggression/Violence, Attitudes, and Skills domains. The Family Specialists shall assist with implementing the action steps wherever possible. The Probation Department shall provide general training regarding the YASI instrument for the Family Specialists. The Family Specialists shall utilize various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. The Family Specialists shall participate with the family in activities including household chores, family discussions, communication exercises, problem solving, and activities using community resources.
  - i. Utilize <sup>TFY's</sup> Berkshire's Prevention Model and the <sup>TFY</sup> Berkshire Model of Care and Treatment.
  - j. The Family Specialists will help the family secure necessary services as indicated in the assessment process outline in paragraph "4 (h)" above. Additionally, if needed, the Family Specialist will make a recommendation for further needed community services at discharge.
  - k. Regular progress notes, monthly written status, and contact reports will be provided to PROBATION during the service period, as well as any other requested and necessary case documentation.
  - l. Collaboration with PROBATION, the Saratoga County Department of Social Services ("DSS"), schools, and other community agencies/parties.
5. <sup>TFY</sup> BERKSHIRE will provide all needed training for Staff and provide administrative services overnight 24 hours/day, 7 days a week and 52 weeks a year. <sup>TFY</sup> BERKSHIRE will ensure that all components of the Enhanced Stepping Stones Program are offered in a professional and timely manner.

6. At any time that PROBATION is not open, such as after 5:00 p.m. or before 9:00 a.m., <sup>TFY</sup> and on holidays and weekends, it will also be the obligation of BERKSHIRE personnel to compile the necessary information and complete the required detention risk assessment instrument prior to a Saratoga County juvenile's entry into detention. The Detention Risk Assessment Instrument (DRAI) is required pursuant to New York State law for those juveniles charged as juvenile delinquents. The information needed to complete such documentation will be available through the New York State DRAI Data System.
7. COUNTY and <sup>TFY</sup> BERKSHIRE agree that <sup>TFY</sup> BERKSHIRE is an independent contractor, as the staff of <sup>TFY</sup> BERKSHIRE are not employees of COUNTY.
8. This Agreement is effective October 1, <sup>2024</sup> 2023, through September 30, <sup>2025</sup> 2024.
9. That either party to this Agreement may terminate the Agreement by giving the other party thirty (30) days written notice of such termination.
10. <sup>TFY</sup> BERKSHIRE shall comply with all applicable laws, ordinances, and regulations, including non-discrimination and labor laws and the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations. <sup>TFY</sup> ← BERKSHIRE and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference, or source of payment.
11. <sup>TFY</sup> BERKSHIRE shall not employ any COUNTY official or ~~employee~~ in connection herewith and shall adhere to the COUNTY's Code of Ethics.
12. <sup>TFY</sup> BERKSHIRE shall not assign or transfer any interest herein without prior written COUNTY approval.
13. a. <sup>TFY</sup> ← BERKSHIRE shall, at all times, defend, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of <sup>TFY</sup> ← BERKSHIRE, its officers, employees, agents, contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.  
b. <sup>TFY</sup> ← BERKSHIRE shall provide the COUNTY with proof of general liability insurance issued by a company authorized to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF

SARATOGA as additional insured and <sup>TFY</sup>BERKSHIRE shall provide the COUNTY with proof of such insurance in the form of Additional Insured Endorsement Rider or other proof acceptable to the COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, <sup>TFY</sup>BERKSHIRE shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and BERKSHIRE shall promptly pay or cause to be paid all premiums due thereon.

In the event <sup>TFY</sup>BERKSHIRE receives notice of cancellation of said insurance, <sup>TFY</sup>BERKSHIRE shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours. <sup>TFY</sup>BERKSHIRE shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of <sup>TFY</sup>BERKSHIRE'S receipt of said notice of cancellation of <sup>TFY</sup>BERKSHIRE'S insurance.

Any failure by <sup>TFY</sup>BERKSHIRE to comply with the insurance requirements of this agreement in a timely manner constitutes a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to <sup>TFY</sup>BERKSHIRE.

The above insurance is not, and shall not be construed as a limitation upon <sup>TFY</sup>BERKSHIRE'S obligation to indemnify the COUNTY.

14. <sup>TFY'S</sup> This Agreement shall be void and of no effect unless throughout the term of this Agreement <sup>TFY'S</sup>BERKSHIRE, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to the COUNTY.

15. <sup>TFY'S</sup> BERKSHIRE represents and warrants that neither it, nor its employees or contractors, are excluded from participation, or otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7B(f) or in any other government payment program.

In the event <sup>TFY'S</sup>BERKSHIRE, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, <sup>TFY'S</sup>BERKSHIRE will notify the COUNTY in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to <sup>TFY'S</sup>BERKSHIRE, the COUNTY reserves the right to immediately cease contracting with <sup>TFY'S</sup>BERKSHIRE.

<sup>TFY'S</sup>BERKSHIRE further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- o The General Services Administration's Federal Excluded Party List System (or any successor system),
- o The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- o The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered <sup>TFY</sup> ~~BERKSHIRE~~ will notify the COUNTY in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such <sup>FEYS TFY</sup> notice is given to ~~BERKSHIRE~~, the COUNTY reserves the right to immediately cease ~~contracting~~ <sup>TFY</sup> with ~~BERKSHIRE~~.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

APPROVED AS TO  
FORM AND CONTENT:

COUNTY OF SARATOGA

By: [Signature]  
County Attorney

By: [Signature]  
Theodore T. Kusnierz, Jr., Chairman PHIL BARRETT  
Board of Supervisors  
Pursuant to Resolution: 227-2023- PC Number

TOGETHER FOR YOUTH, INC.  
Berkshire Area Center &  
Services for Youth, Inc.

Date: 12/7/2023

By: [Signature]  
Name Stacy Williams  
Title Chief Program Officer  
Federal I.D. # \_\_\_\_\_

## Exhibit A

### Together for Youth, Inc.

#### Enhanced Stepping Stones Program

**Juvenile Justice and Raise the Age Legislation:** In October of 2018 a historic piece of juvenile justice legislation, Raising the Age of criminality will be enacted across New York State. This will be one of the most positive juvenile justice reforms in the state in many years. It will have a multitude of positive impacts on youth and families including keeping youth out of adult correctional facilities, decreasing future incarceration in adult facilities, and helping young people enter adulthood without the stigma of a criminal record. Along with the many potential positives of this law, come numerous challenges in working with this new population of youth. There will need to be new and innovative community based preventive services designed to engage these youth and help them become positive members of their home community. Together for Youth is on the cutting edge of this type of program development.

Together for Youth has a long history of working with youth and families involved in the Juvenile Justice system across the state. For over thirty years Together for Youth has provided community based programming in the form of the Stepping Stones program to work with youth involved in the court system at risk of detention and placement. In the past two years, Together for Youth's community prevention programs have helped more than 95% of referred youth avoid being placed outside of their home community. Together for Youth also has over three decades of experience operating quality Non-Secure and Secure Detention programs in the state.

**Service Delivery Plan:** Stepping Stones is an intensive home and community based JD Diversion program. Its overarching goal is to maintain youth safely at home and in the community while averting the need for out-of-home placement, detention services and re-arrests. Stepping Stones is founded on best practice principles - trauma and evidence informed, client-centered, family-focused program design; cultural competency; strategies that promote positive youth development; and linkages to community supports. The Stepping Stones Program's goals are: to reduce the use of detention; increase family preservation and reduce risk of out of home placement; provide services to support the least restrictive environment for youth needing out-of-home placement; reduce the risk of future contact with the juvenile justice system; and prevent return to placement. It is through experience that we realized there need to be enhanced elements added to the program to address the needs of 16 and 17 year old youth involved in the juvenile justice system. These youth are historically more difficult to engage than their younger counterparts, and their needs and requisites for success are much different. This has led us to develop an innovative program to focus on the needs of this population with the same positive outcomes expected of Together for Youth's other community preventive programming.

**Target Population:** The target population for the program are 15-17 year old youth impacted by Raise The Age legislation which includes all youth involved with the juvenile justice system both pre-adjudication and post-dispositional youth. In keeping with Together for Youth's commitment to maintain flexibility within programs, Stepping Stones accepts *all referrals* from the County.

**Days and Hours of Service Availability:** Each Family Specialist works a flexible schedule to respond to referrals and accommodate all youth and families' schedules and time constraints. This includes early mornings, evenings, weekends and holidays. The program operates under an immediate crisis response 24 hours a day, seven days a week, for program participants, through its on-call rotation. A Program Coordinator is also available for assistance and supervision regardless of day or time.

**Timeframes for Intake and Engagement:** Referrals are accepted from the County during business hours, Monday through Friday. A Family Specialist responds to the referral within 24 business hours. The Family Specialist then rapidly engages the youth and family, explains the program, conducts an assessment, and determines the youth and family's interest in/appropriateness for participation.

**Rapid Engagement:** Rapid engagement is the most important aspect of working with this population. From the first day of a family's involvement, Stepping Stones staff utilizes a combination of strategies to engage the youth and family in services and maintain their level of engagement. We know, through experience, that this older population will require new and innovative engagement strategies that include assisting them with vocational and work force readiness development and helping them to meet their educational goals and needs. All strategies require Family Specialists to display empathy, understanding and foremost a non-judgmental attitude. This demeanor, combined with providing services in the home, is necessary conditions for the youth and family to respond to services and treatment.

Another facet of engagement is ensuring that the youth are treated as, and feel they are, true partners in all aspects of the program. This results empowerment and engagement which is instrumental for youth to achieve their treatment plan goals.

Together for Youth has also embraced the model of Motivational Interviewing with clients to increase engagement. Motivational Interviewing realizes that direct persuasion is not effective in helping clients become engaged and motivated to change. The Family Specialist is a partner with the youth and family in the therapeutic relationship. The focus is on helping them articulate their own needs and, through the relationship with the Family Specialist, develop the readiness to change.

In addition to Stepping Stones and families working as partners and collaborating to motivate change, the Youth Support Team (YST-see details below) is another integral piece of the engagement process. This team will consist of all primary support people from all of the systems involved, as well as the family, and will focus on identifying and providing opportunities to engage in home, school and community based activities to provide a wrap-around system of support for and monitoring of the youth.

**Caseload Size:** The program is staffed by Master's level Family Specialists; each maintains a caseload size of six (6) youth. The expected length of stay in the program is 90 - 120 days.

**Contacts with Youth and Families:** Each week, the Family Specialist meets face to face at least twice with each youth and family and have unlimited collateral contacts. This includes home visits, Family Court and Probation appearances, and all other contacts needed to reduce behaviors placing the youth at risk. The Family Specialist evaluates the level of risk and need of

each family, and when appropriate, may adjust the frequency of face to face contacts to better address risk and needs.

**Length of Service:** At the end of the initial 90-day period, the County and Together for Youth staff evaluates each youth's progress and determines the need for continued services. If needed, participation may be extended an additional 30 days. Based on past experience, most families receive extended services; the projected length of participation is 90 - 120 days.

**Family Assessments:** Ongoing assessment is critical to determine needs for safe transition and permanency. Once the family has completed the Service Agreement, Initial Intake and initial Home Safety Assessment, the Family Specialist begins the full assessment process. This strength-based, family focused process serves as the basis for the development and implementation of treatment plans for each family. The process is completed within the first seven (7) to 30 days of services, and includes:

- Together for Youth Home Safety Assessment: identifies safety/risk factors and develops a plan to address them immediately. This is completed with families within seven days of intake, with reassessment every 90 days and at discharge. The frequency of this assessment allows to staff to continually address home environment issues to maintain a safe and therapeutic setting for all family members.
- Together for Youth Comprehensive Assessment: Together for Youth Comprehensive Assessment: is completed within the first 30-45 days of service to assess and identify areas of need to determine subsequent interventions. Areas covered include: prior trauma, legal/law enforcement, medical, mental health, family, school, behavioral issues, domestic violence, and substance abuse. This assessment includes the evidence based assessment tools, the Family Advocacy and Support Tool (FAST) and the CANS-NY.
  - *Family Advocacy and Support Tool (FAST)* - is the family version of the CANS and ANSA tools. The purpose of the FAST is to support effective interventions when the focus of those efforts are on entire families rather than single individuals. The most common use of the FAST is in efforts to address the needs of families who are at risk of child welfare involvement.
  - *Child and Adolescent Needs and Strength – New York (CANS-NY):* an open domain tool for use in service delivery systems that address the mental health of children and their families. It provides a structured assessment of children along a set of dimensions relevant to service planning and decision-making and it provides information regarding the youth and family's service needs for use in system planning and/or quality assurance monitoring.
- Adverse Childhood Experiences (ACES) Questionnaire: examines childhood trauma across ten domains and is used to collect information on childhood maltreatment, household dysfunction, and other socio-behavioral factors examined in the ACE Study. The assessment is conducted in the first 30-45 of service.

**Treatment Planning Process:** This process focuses on skills and behaviors necessary for youth and families to function safely and appropriately. It begins with the initial treatment plan that identifies interventions drawn from results of the initial risk assessment. As services continue and assessments are completed, the Treatment Team identifies enhanced/different interventions to address needs. The Team is comprised of the youth, family, Family Specialist, community service providers, school, and the County Departments of Social Services and Probation. The Team meets monthly to monitor each case - to review treatment goals and progress toward them,

identify/build on strengths of the family, and make recommendations for continuation of services. Goals are also reviewed weekly with the youth and family to ensure they are relevant and achievable, and to address obstacles that may be preventing progress.

**Therapeutic/Clinical Services:** The Family Specialist works with youth and families, including parents and siblings to address home, community and school issues that are impacting functionality. Interventions are based on needs and draw from strategies including cognitive behavioral, crisis intervention, parent training, and skills building. Through treatment, barriers such as poor parenting skills or mental health issues are identified and addressed. Individual and family counseling focuses on helping youth and families address issues that led to problems at home, school and/or the community, and on helping families develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.

**Vocational Support:** Developing workforce readiness skills and finding employment is a key support offered by the Stepping Stones program. Youth will participate in the World of Work Curriculum. The curriculum is a NYS Education Department Best Practice and focuses on developing the soft skills needed to be successful in the workplace. Some of these skills include how to interview effectively, how to work appropriately with supervisors and coworkers, and how to appropriately conduct themselves during work time. The Family Specialist will also assist in linking youth to employment or additional support programs throughout program participation. This will include working closely with community employers to assist all program youth in achieving either an internship/volunteer opportunity and/or employment. The Family Specialist will build relationships with local employers so that the employers understand the population of youth better, are able to have employment issues addressed quickly, and serve as an employer for future program youth. The Family Specialist will work with the youth to identify references for potential employment, and will also serve as a resume reference themselves.

**Youth Support Team:** The Together for Youth Family Specialist will help coordinate a Youth Support Team (YST) for each youth that consists of the youth, their family, probation, educational and vocational providers, and any other community based providers the youth is involved with. The team meets regularly so that all members recognize their role in helping the youth be successful and are constantly updated on progress and newly found needs. The ultimate goal is that the youth will be able to continue working with their support team after discharge from the program. The Family Specialist facilitates these meetings and makes sure all Team members are kept apprised of all events. Through ongoing communication, the Family Specialist ensures all YST members continuously work to assist the youth with their treatment plan goals.

**Educational Support and Advocacy:** Many of these youth will have ambitions to be productive, but because they are no longer involved in a formal educational setting or their current educational programming does not support their needs, they are stagnant and uninvolved. The Together for Youth Family Specialist will work with them to find appropriate educational and vocational training programs in their area that they can access to help them make progress. The Family Specialist will help the youth and family navigate the sometimes confusing arena of what is available to them and how to enroll in programming. The Family Specialist will also help the youth and family to effectively and appropriately advocate for their own educational needs and develop a long term educational plan.

**Skill Building and Social Development:** The youth involved in the Stepping stones population often need to develop skills so that they can be successful in the community, especially as they



progress towards adulthood. Emotional regulation is a difficult skill that many youth involved in the Juvenile Justice System struggle with but one of the most important to develop. To address this, the Family Specialist will work with youth on the Power Source curriculum. This is an evidence based curriculum that has been used with youth across juvenile settings, most notably successfully with youth in Riker's Island, to help youth develop emotional regulation skills and reduce recidivism. The curriculum is designed to be accessible to youth with activities that are meaningful and attractive to 16 and 17 year olds. There is also a Power Source curriculum designed to be used with teen parents that can be accessed if warranted. At the same time as developing the youth's social skills, the Family Specialist will assist the youth in developing Independent Living Skills in areas such as housing, health care, and nutrition so that youth has the confidence to advance into a successful adulthood.

**Transportation:** All transportation needs are immediately addressed by the Family Specialist until formal services are put in place. This includes ensuring that youth get to school on time and that youth and families are present for all appointments. A goal of the Stepping Stones Program is to empower families to identify public transportation options and/or natural resources within their community to assist with their transportation needs. This ensures that upon discharge from the program, families are able to meet their own transportation needs without additional services.

**Referral Services/Community Linkages:** The Family Specialist ensures that all youth and family members are linked to services and resources based on needs identified through intake, assessment, or ongoing participation in the program. The Family Specialist facilitates linkages to the appropriate community based service provider and provides/arranges for transportation as needed. This is an important facet to empower the family to remain successful after the 90 - 120 day service provision period is completed.

**Crisis Intervention:** Family Specialists are available for crisis intervention during business hours and Together for Youth Prevention's On-Call system is available at all other times. In the event a family is in crisis during program hours, their Family Specialist responds immediately and the Program Coordinator is available for assistance and support. The Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn skills to help them avoid crises, or respond more appropriately, in the future.

For after hour crisis intervention, Together for Youth Prevention programs operate an on-call rotation. The on-call number is responded to by a Prevention Program Coordinator. The Program Coordinator initially conducts an assessment over the phone. If it is determined that the family needs immediate support or assistance, the Coordinator guides the family in the necessary calls. Together for Youth staff may further assist by going to the home, if needed. When the situation does not warrant an immediate intervention, the on-call staff discusses the situation with the family's assigned worker the next business day and that worker contacts the family at that time. If the situation is critical, the on-call Program Coordinator contacts the Department on-call worker as soon as the crisis has been defused; if not critical, the Department is contacted the next business morning. The incident with all notifications is documented within progress notes and incident report forms. Through this system, all families, who are encouraged to reach out when they need assistance, have access to crisis support, regardless of time of day or day of the week.

After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and negotiating positive changes. To reinforce skills, the Family Specialist participates with the

family in activities including household chores, family discussions, communication exercises, problem solving, and activities using community resources. The ultimate goal is to empower the family to avoid or minimize risk and/or crisis situations, and function safely, effectively and independently.

**Service Coordination and Collaboration:** Family Specialists coordinate services among agencies involved with each family. This includes pre-conferences with Probation, facilitating family participation in other programs/services, and maintaining regular communication/sharing of information with other providers. In addition, each provider involved with a family is invited to participate and give input into regularly scheduled treatment plan reviews. This ensures collaboration among all providers to address each family's diverse needs comprehensively in order for them to meet their goals. Finally, the Family Specialist maintains ongoing communication on a weekly basis with Probation, the Department and parents to monitor progress of each youth and family in the program.

**Case Documentation:** Each Family Specialist provides all necessary case documentation, utilizing all required County documentation and Together for Youth's clinical case management paperwork. All documentation adheres to all applicable federal, state and local regulations, as well as best practice standards set by the Council of Accreditation.

#### **1. Staff Associated with Stepping Stones**

- **Program Coordinator:** is programmatically and fiscally responsible for the program. The Program Coordinator supervises the Family Specialists, reports to the Vice President of Detention and Prevention Services and prepares all program reports. This position represents the Agency as liaison with the County and community agencies, and is a member of Together for Youth's On-Call rotation for after-hours emergencies. Qualifications are Master's degree in social work/related human services field preferred, Bachelor's degree required; at least four years' experience working with youth and families; and one year of supervisory experience
- **Family Specialist:** reports to the Program Coordinator, and works with youth, families, and communities. The Family Specialist (FS) uses a culturally competent, trauma-responsive, and strength-based approach when working with families. The FS works collaboratively with families, County representatives and community providers to develop, implement, evaluate and monitor service plans. The FS completes all documentation required by Together for Youth and County and is 100 percent devoted to the program. Qualifications are Master's degree in social work/ related human services field and at least one-year experience working with youth and families.

# RAISE THE AGE IMPLEMENTATION PLANNING INSTRUMENT

## All Other

**NOTE:** All requests for additional reimbursement must be accompanied by a corresponding narrative in the "Justification/Reasonableness" section at the bottom of this page. All requests for reimbursement must include detailed information on current workload and demonstrate the clear need for additional staff resources and other expenses commensurate with RTA data projections for the district.

**SFY 2024-25 (April 1, 2024 - March 31, 2025)**

**(except STSJP-RTA which follows the STSJP program year and RF-4 Independent Living of 10/1/24 – 9/30/25)**

<b>All Other</b>	<b>FTE in Relation to RTA</b>	<b>Average Salary</b>	<b>Fringe Benefits</b>	<b>Percent of Year Worked</b>	<b>Total Personal Service Costs for the Year</b>	<b>Enter 2024-25 Fringe Rate</b>	<b>Total Other Than Personal Service Costs for the Year</b>
<b>List Staffing Needs By Title:</b>	0.00	\$0	\$0	0%	\$0		
<b>List Other Than Personal Service Costs:</b>	0.00	\$0	\$0	0%	\$0		
<b>STSJP/RTA - Program Contract -Enhanced Stepping Stones Program - Berkshire Farms</b>							\$114,207
							\$0
							\$0
<b>Grand Total:</b>	0.00	\$0	\$0		\$0		\$114,207