

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Wednesday, June 24, 2020

5:30 PM

Held Remotely

Elder Care Committee

CURRENT BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AMENDING RESOLUTION NO. 309 FOR 2019 REGARDING HOME DELIVERED MEAL ASSESSMENT SERVICES
3. AUTHORIZING AN AGREEMENT WITH CORETACTICS HEALTHCARE CONSULTING, INC. REGARDING NURSE CONSULTING SERVICES FOR SHAKER PLACE REHABILITATION AND NURSING CENTER
4. DISCUSSION REGARDING COVID-19

County of Albany

*112 State Street
Albany, NY 12207*



Meeting Minutes

Wednesday, January 29, 2020

5:30 PM

January 2020

Room 730

Elder Care Committee

CURRENT BUSINESS:

Present: Carolyn McLaughlin, Bill L. Ricard, Frank J. Commisso, Gary W. Domalewicz, Joanne Cunningham and Jeff S. Perlee

Excused: Robert J. Beston, Norma J. Chapman and Jennifer A. Whalen

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made to adopt the previous meeting minutes. The motion carried by a unanimous vote.

2. AUTHORIZING AGREEMENTS REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING ANCILLARY LAUNDRY SERVICES FOR ELIGIBLE INDIVIDUALS IN THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACT GRANT

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AN AGREEMENT WITH ENTERPRISE COMMUNITY PARTNERS, INC. REGARDING THE EQUITABLE REVERSE MORTGAGE ASSISTANCE PILOT PROGRAM

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Wednesday, June 3, 2020

5:30 PM

Elder Care Committee

CURRENT BUSINESS:

Present: Carolyn McLaughlin, Bill L. Ricard, Robert J. Beston,
Frank J. Commisso, Norma J. Chapman, Joanne
Cunningham, Jeff S. Perlee and Jennifer A. Whalen

Excused: Gary W. Domalewicz

1. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
OFFICE FOR THE AGING REGARDING CORONAVIRUS AID, RELIEF,
AND ECONOMIC SECURITY ACT FUNDING

A motion was made that the proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DEBORAH C. RIITANO
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

May 26, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to amend the Memorandum of Understanding (MOU) with Department of Social Services to provide additional Home Delivered Meal assessments. Due to the increased demand and need for Home Delivered Meals within Albany County has also increased the need for additional assessment units/hours.

Department for Aging (DFA) operates a home delivered meal program for the older adults in Albany County designed to foster good health through the provision of home delivered meals. Over the past year, Department of Social Services (DSS) has performed the required assessments and reassessments for older adults referred to the Home Delivered Meal program, which has provided meals to eligible homebound frail older adults in Albany County.

Department of Social Services has requested additional funding due to an increase in Home Delivered Meals for eligible older adults in Albany County. This Amendment, to the prior approved MOU for \$52,500.00, increases the MOU amount by \$4,350.00, totaling \$56,850.00.

Amendment Amount - \$4,350.00
Funding Source – 100% - State

Contract Term – 4/1/2019 – 3/31/2020
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1669, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to amend Memorandum of Understanding (MOU) with Department of Social Services to provide Central Assessment Services

Date: 5/19/2020
 Submitted By: Patrick Dillon
 Department: Aging
 Title: Contract Administrator
 Phone: 518 447 7733
 Department Rep.
 Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Contract Terms/Conditions:

Party (Name/address):
Department of Social Services
162 Washington Avenue
Albany, New York 12210

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

Amount/Raise Schedule/Fee: \$4,350.00
Scope of Services: The Department for Aging (DFA) requests legislative approval to amend the Memorandum Of Understanding with the Department of Social Services for provisions of Central Assessment Services. Home Delivered Meals and Adult Day Care services provided to older adults age 60 and older require qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment, utilizing the Comprehensive Assessment for Aging Services and Supports (COMPASS).

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6772, 03781
Revenue Amount: \$4,350.00

Appropriation Account and Line: AA6772, 44425
Appropriation Amount: \$4,350.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 75%
County: 25%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2019 -3/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 309
Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative approval to amend the Memorandum of Understanding (MOU) with Department of Social Services to provide additional Home Delivered Meal assessments. Due to the increased demand and need for Home Delivered Meals within Albany County has also increased the need for additional assessment units/hours.

Department for Aging (DFA) operates a home delivered meal program for the older adults in Albany County designed to foster good health through the provision of home delivered meals. Over the past year, Department of Social Services (DSS) has performed the required assessments and reassessments for older adults referred to the Home Delivered Meal program, which has provided meals to eligible homebound frail older adults in Albany County.

Department of Social Services has requested additional funding due to an increase in Home Delivered Meals for eligible older adults in Albany County. This Amendment, to the prior approved MOU for \$52,500.00, increases the MOU amount by \$4,350.00, totaling \$56,850.00.

FINAL ALLOCATION SCHEDULE - STATE FISCAL YEAR 2019-20

County	Allocation
Albany	\$478,417
Allegany	203,942
Broome	265,301
Cattaraugus	213,908
Cayuga	211,101
Chautauqua	256,548
Chemung	216,232
Chenango	203,985
Clinton	206,964
Columbia	208,342
Cortland	202,641
Delaware	205,566
Dutchess	265,912
Erie	1,103,608
Essex	202,762
Franklin	206,104
Fulton	208,044
Genesee	204,950
Greene	204,348
Herkimer	211,641
Jefferson	214,163
Lewis	141,188
Livingston	144,803
Madison	205,038
Monroe	593,894
Montgomery	209,232
Nassau	1,056,370
Niagara	269,333
Oneida	473,791
Onondaga	503,025
Ontario	209,235
Orangé	467,121
Orleans	200,823
Oswego	214,821
Otsego	207,395
Putnam	144,612
Rensselaer	252,012
Rockland	260,334
St Lawrence	218,836
Saratoga	217,082
Schenectady	252,980
Schoharie	142,086
Schuyler	138,691
Seneca	141,978
Steuben	216,730
Suffolk	980,387
Sullivan	211,226
Tioga	143,229
Tompkins	204,941
Ulster	256,020
Warren/Hamilton	207,015
Washington	205,327
Wayne	209,370
Westchester	1,046,568
Wyoming	142,967
Yates	140,947
New York City	10,820,867
Seneca Nation	69,109
St Regis Mohawk	69,140
Total	\$27,283,000

RESOLUTION NO. 309

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM

Introduced: 8/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used by the Department for Aging in conjunction with the Albany County Department of Social Services to provide home delivered meal services to eligible seniors in Albany County as well as the assessments required for the provision of those meals, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept grant funding from the New York State Office for the Aging regarding the Wellness in Nutrition program in the amount of \$478,417 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services, and, be it further

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

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

Adopted by unanimous vote - 8/12/19



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

May 5, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into the second year of a three (3) year contract with Coretactics Healthcare Consulting who will be providing clinical supervision to ensure compliance with Federal and State regulatory agencies. In addition, they will consult and manage our clinical staff to ensure that CMS Quality Measures are being implemented as per the standards that have a direct impact on reimbursement and the CMS 5 Star Rating system.

As stated above, this contract will be for one (1) year at a not to exceed amount of \$150,000.00. We respectfully request approval of this professional services and educational contract.

Thank you for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1663, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Coretactics Healthcare Consulting to Provide Clinical Supervision

Date: May 5, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Coretactics Healthcare Consulting, Inc.
250 Osborne Road
Albany, New York 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$150,000.00

Scope of Services: Coretactics Healthcare Consulting will provide education, monitoring, supervision of clinical intervention(s) to clinical personnel to ensure compliance with CMS and NYSDOH regulatory requirements, to improve the CMS Five Star Ratings and Quality Measures.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: CMS and NYSDOH

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH 6020 44046
Appropriation Amount: \$150,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) November 1, 2020 - October 31, 2021
Length of Contract: 12 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 465
Date of Adoption: 11/12/2019

Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center is required to meet CMS and NYSDOH requirements of participation and compliance to quality measures that are utilized to establish our Five Star CMS rating that has a direct effect on reimbursement. Our clinical staff require consulting from an expert in the field to assure that these standards are adhered too. Coretactics Healthcare Consulting through the RFP process was awarded a three year contract, in one year intervals, we are requesting to enter into a contract with Coretactics Healthcare Consulting for the second year.



Albany County Contract Management System

 This Site: Albany County Contr



Albany County Contract Management System > Request for Contract Approval > 5125

Request for Contract Approval : 5125

[New Item](#) | [Edit Item](#) | [Delete Item](#) | [Workflows](#) | [Alert Me](#)

Request ID #	5125
Department	NH6020 - Nursing Home
Contract Type	C) County Legislative Contracts
Contract Action	A) New
Contract Action Type	N) None
Resolution #	19-465
Date Submitted	11/27/2019 12:00 AM
Expiration Date	10/31/2020 12:00 AM
Contact Person	Slatky, Larry
Contact Phone	518-869-2231
Contact Email	larry.slatky@shakerplace.org
Vendor Info	<p>Name: Coretactics Healthcare Consulting, Inc.</p> <p>Address: 250 Osborne Road, Albany, New York 12205</p>
Estimated Amount	150,000.00
Estimated Term	11/1/2019 - 10/31/2020
Scope of Service	Coretactics Healthcare Consulting will provide education, monitoring, supervision and clinical intervention(s) to clinical personnel to ensure compliance with CMS and NYSDOH regulatory requirements, to improve the CMS Five Star Ratings and Quality Measures.
Budget Line	NH6020
Point 2 or 4	4
Line Item	4,069.00
Budget Line	Account Code
Point 2 or 4	

Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Fiscal Impact - County	1.00
Fiscal Impact - State	0.00
Fiscal Impact - Federal	0.00
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Revenue Code	Revenue Code
Revenue Line	
Capital Plan	Capital Plan:
Capital Plan - Line Item	
Anticipated in Current Budget	Yes
BID, RFP, RFQ Completed?	Yes - RFP
BID/RFP/RFQ #	2019-090
Additional Comments	Please note that the current Coretactics contract expired October 31, 2019, therefore, this contract will commence November 1, 2019 and will conclude October 31, 2020. Coretactics was the only bidder.
Attachments	Coretactics Award Letter.pdf Coretactics Healthcare Consulting Resolution No 465.pdf Coretactics RFP Response.pdf

DMB Section

DMB Approval	Yes
Reason for Disapproval	<div></div>
Not to Exceed Amount	150,000.00
Date of Approval or Disapproval	11/27/2019 12:00 AM
If CAB contract, Date approved by CAB	
If Legislative contract, Date approved by Legislature	
Contract ID #	5,225

Law Section

Law receives request to prepare contract	12/3/2019 12:00 AM
Law receives back-up documentation to prepare contract	
Law sends draft of contract to Dept for review	
Law sends final contract to department	
Law sends signed contract to CEO to sign	
Law sends signed contract to Comptrollers office and requesting department.	
Completed Date	

Created at 11/27/2019 11:51 AM by Slatky, Larry
 Last modified at 12/3/2019 8:36 AM by Berghela, Teresa

AGREEMENT
 BETWEEN
 THE COUNTY OF ALBANY
 AND
 CORETACTICS HEALTHCARE CONSULTING, INC.
 FOR
 NURSE CONSULTING SERVICES AT
 THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Resolution No. 465 of 2019—passed November 12, 2019

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the “County”), and Coretactics Healthcare Consulting, Inc., a New York corporation with its principal office at 250 Osborne Road, Albany, New York 12205 (hereinafter, the “Contractor”). The County and Contractor may each individually be referred to as the “[P]arty” and together as the “[P]arties” as appropriate.

WITNESSETH:

WHEREAS, the County (on behalf of the Shaker Place Rehabilitation and Nursing Center) has a need for Nurse Consulting Services, said request having been denominated RFP #2019—090, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the “Purchasing Division”) on August 8, 2019 and published on August 15, 2019 (hereinafter called the “RFP”); and

WHEREAS, in response thereto, the Contractor has submitted a proposal to provide the aforementioned nurse consulting services on August 28, 2019 (hereinafter called the “Proposal”); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid nurse consulting services on September 18, 2019; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the aforesaid nurse consultant services from November 1, 2019 through October 31, 2020 via Resolution No. 465 of 2019, adopted November 12, 2019; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated Agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide MDS Case Management Review Services to the Shaker Place Rehabilitation and Nursing Center, located at 780 Albany Shaker Road, according to the Scope of Services and Addendum contained within the RFP. Such services shall include:

- 2.1 The Contractor shall devote its attention to:
 - Focus on regulatory compliance with NYS & Federal updates.
 - Focus on continuous quality improvement and enhancement of publicly reporting outcomes NYS Nursing home Quality Initiative.
 - Focus on continued development of the Nursing Services Department.
 - Focus on continued process improvement through evidence based practices.
- 2.2 Within the scope of regulatory compliance:
 - Design and implement a Continuous Survey Readiness system. Work with the DON and ADON to ensure the process is implemented and integrated into the QAPI Program.
 - Develop processes and programs to ensure regulatory compliance with the upcoming Phase 3 CMS Requirements of Participation (Trauma Informed Care Program, Ethics & Compliance Program, QAPI Data Collection & Utilization, Etc.).
 - Ensure processes are in place to comply with additional NYS and Federal regulatory changes occurring after Phase 3 implementation.
- 2.3 Within the scope of quality improvement:

- Work collaboratively with the facility leadership staff to identify opportunities for improvement in the publicly reported quality measures (CMS 5 Star Rating, CASPER Reports, NYS NHQI and VBP).
- Provide education and recommendations to key leadership throughout the development of the AHCA Silver Quality Award.

2.4 Within the scope of workforce development:

- Provide continued support and act as a resource to the Director of Nursing to enhance clinical services and promote continued growth in the department.
- Assist the Director of Quality Improvement with the review of investigations and implementation of corrective actions if indicated.
- Provide support to the Staff Development office to enhance clinical competency and implement programs to improve retention.
- Mentor the Infection Preventionist with a focus on:
 - Regulatory compliance & reporting requirements.
 - Establishing best practices in infection and prevention & control.
 - Data collection, tracking and trending.
 - Understanding and updating infection control policies and competencies
 - Infection control rounds.
 - Antibiotic stewardship and tracking progress.
- Mentor the Assistant Director of Nursing and RN Supervisors on effective management skills; leadership, organizational, and communication skills, supervisory skills as well as day-to-day management and long-term planning of the resident unit.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an annual amount not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

3.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

3.3 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on November 1, 2019 and continue in effect until October 31, 2020. At the end of the initial one-year contract term, the Agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals, upon mutual agreement of the Parties. Each renewal shall be dependent upon a renewal of all terms within this Agreement; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data related to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

The Contractor is, and will function as, an independent contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued by the Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of their knowledge and belief, the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 160.103), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 160.103) other than as permitted or required by this

Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 160.103) or as Required By Law (as defined in 45 CFR § 164.103). The Contractor shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth in Schedule B, attached hereto and made a part hereof.

ARTICLE 21. NON-APPROPRIATIONS

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

ARTICLE 22. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 23. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 24. PARTIAL INVALIDITY

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

ARTICLE 25. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 26. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 28. MODIFICATION

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

ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate, or lessen the Contractor's own liability. The Contractor shall execute and deliver to the County a certification statement prior to commencing any work.

ARTICLE 31. ENTIRE AGREEMENT

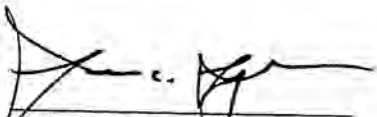
This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

[The Rest of The Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.


COUNTY OF ALBANY

DATED: 1/7/20

BY: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch, Esq.
Deputy County Executive

CORETACTICS HEALTHCARE CONSULTING INC.

DATED: 1/2/20

BY: 

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

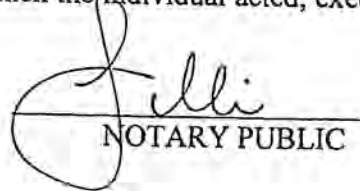
On the ___ day of _____, 20___, before me, the undersigned, personally appeared DANIEL P. McCOY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7 day of January, 2020, before me, the undersigned, personally appeared DANIEL C. LYNCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023


NOTARY PUBLIC

STATE OF New York)
COUNTY OF ALBANY) SS.:

On the 2nd day of January, 2020, before me, the undersigned, personally appeared Amy Lee personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

THOMAS COFFEY
Notary Public, State of New York
Qualified in Albany County
Reg. No. 4794092
Commission Expires March 30, 2023


NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:	Combined Single Limit:
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

SCHEDULE B

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

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

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

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the Contractor.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, The Shaker Place Rehabilitation and Nursing Center, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information"- shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be November 1, 2019 and continue until October 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Schedule B, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not

cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Schedule B, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

- 1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
- 2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. Survival – The respective rights and obligations of the Business Associate with regard to this Schedule B shall survive the termination of this Agreement.
- 4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. Incorporation in the Agreement – The terms of this Schedule B are hereby incorporated into the Agreement between the parties hereto.

RESOLUTION NO. 465

AUTHORIZING AN AGREEMENT WITH CORETACTICS HEALTHCARE CONSULTING, INC. REGARDING NURSE CONSULTING SERVICES FOR SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Coretactics Healthcare Consulting, Inc. regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in the amount of \$150,000 for the term commencing November 1, 2019 and ending October 31, 2020, and

WHEREAS, The Department of Residential Health Care Facilities, through the County Purchasing Agent, issued a request for proposals regarding certified nursing assistant services and one proposal was received, and

WHEREAS, The Department of Residential Health Care Facilities reviewed said bid and recommended awarding a contract to Coretactics Healthcare Consulting, Inc. as the sole bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Coretactics Healthcare Consulting, Inc., Albany, NY 12205 regarding nurse consulting services for Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$150,000 for the term commencing November 1, 2019 and ending October 31, 2020, and, be it further

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

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

Adopted by unanimous vote – 11/12/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of November 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2019.

A handwritten signature in cursive script, appearing to read "Paul T. Deane".

Clerk, Albany County Legislature