

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Thursday, September 29, 2022

5:00 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Health Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. LOCAL LAW NO. "H" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PREVENTING INTERFERENCE WITH ACCESS TO HEALTH CARE FACILITIES

CURRENT BUSINESS:

3. AMENDING THE 2022 DEPARTMENT OF MENTAL HEALTH BUDGET: ADMINISTRATIVE ADJUSTMENTS
4. AUTHORIZING AGREEMENTS WITH GENOA HEALTHCARE, LLC REGARDING PHARMACY SERVICES AND THE LEASE OF SPACE AT 260 SOUTH PEARL STREET IN THE CITY OF ALBANY

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Thursday, August 25, 2022

5:00 PM

Held Remotely

Health Committee

PREVIOUS BUSINESS:

Present: Raymond F. Joyce, Dustin M. Reidy, Robert J. Beston, Zach Collins, Alison McLean Lane, Frank A. Mauriello and Wanda F. Willingham

Excused: Matthew J. Miller and Sean E. Ward

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:**2. ESTABLISHING THE MIND YOUR HEALTH TRAINING PROGRAM TO PROVIDE CERTAIN COUNTY EMPLOYEES MENTAL HEALTH FIRST AID TRAINING**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "H" FOR A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PREVENTING INTERFERENCE WITH ACCESS TO HEALTH CARE FACILITIES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. LOCAL LAW NO. "H" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PREVENTING INTERFERENCE WITH ACCESS TO HEALTH CARE FACILITIES

This Local Law was tabled at the request of the Sponsor.

5. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE HIGHWAY SAFETY GRANT PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

6. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CDC'S CLOSING THE GAP WITH SOCIAL DETERMINANTS OF HEALTH ACCELERATOR PLANS GRANT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

7. AMENDING RESOLUTION NO. 342 FOR 2019 REGARDING THE OVERDOSE DATA TO ACTION GRANT PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

8. AUTHORIZING THE RENEWAL OF A CONTRACT FOR RE-ENTRY SERVICES WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

9. AUTHORIZING AN AGREEMENT WITH REHABILITATION SUPPORT SERVICES, INC. REGARDING CASE MANAGEMENT SERVICES FOR THE RE-ENTRY PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

LOCAL LAW NO. “H” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PREVENTING INTERFERENCE WITH ACCESS TO HEALTH CARE FACILITIES

Introduced: 8/8/22

By Mr. A. Joyce, **Ms. Lekakis**, Messrs. Feeney, Reinhardt, Reidy, Efekoro, Fein, Mss. Plotsky, McLean Lane, Messrs. Miller, Ward, Cleary, Clay, Ethier, Commisso, Mss. McLaughlin, Chapman, Mr. Simpson, Ms. Willingham, Messrs. Peter, Kuhn, Mayo and O'Brien:

BE IT ENACTED by the Legislature of the County of Albany as follows:

SECTION 1. Title

This local law shall be known as the “Protected Access to Healthcare Act for Albany County.”

SECTION 2. Legislative intent and purpose.

A. This Legislature finds and determines that access to health care facilities for the purpose of obtaining medical counseling and treatment is imperative for citizens of this county.

B. This Legislature further finds and determines that the exercise of a person’s right to protest or counsel against certain medical procedures must be balanced against another person’s right to obtain medical counseling and treatment in an unobstructed manner.

C. This Legislature further finds and determines that preventing the willful obstruction of a person’s access to medical counseling and treatment at a health care facility is a matter of countywide concern.

D. The Legislature of the County of Albany therefore declares that it is appropriate to enact legislation that prohibits a person from knowingly obstructing another person’s entry to or exit from a health care facility.

SECTION 3. Definitions

- a. The term “approach” shall mean to move nearer in distance to someone.
- b. The term “eight (8) feet” shall be measured from the part of a person’s body that is nearest to the closest part of another person’s body, where the term “body” includes any natural or artificial extension of a person, including, but not limited to, an outstretched arm or hand-held sign.

- c. The term “harass” shall mean to engage in a course of conduct or repeatedly commit conduct or acts that alarm or seriously annoy another person and which serve no legitimate purpose. For the purposes of this definition, conduct or acts that serve no legitimate purpose include, but are not limited to, conduct or acts that continue after an express or implied request to cease has been made.
- d. The term “health care facility” shall mean any entity that is licensed, certified, or otherwise authorized or permitted by law to administer medical treatment in this county.
- e. The term “interfere with” shall mean to restrict a person’s freedom of movement, or to stop, obstruct, or prevent, through deceptive means or otherwise.
- f. The term “intimidate” shall mean to place a person in reasonable apprehension of physical injury to such person or to another person.
- g. The term “physical obstruction” shall mean to physically hinder, restrain, or impede, or to attempt to physically hinder, restrain or impede, or to otherwise render ingress to or egress from, or render passage to or from the premises of a health care facility impassable, unreasonably difficult, or hazardous.

SECTION 4. Prohibitions

No person shall knowingly either (1) approach another person within eight feet of such person, unless such other person consents, for the purpose of passing a leaflet or handbill to, displaying a sign to, or engaging in oral protest, education, or counseling with such other person in the public way or sidewalk area within a radius of fifty (50) feet from any entrance door to a health care facility; or (2) by force or threat of force or by physical obstruction, intentionally injure, intimidate, harass, or interfere with or attempt to injure, intimidate, harass or interfere with any person entering or leaving any health care facility.

SECTION 5. Penalties

- a. Any person who shall violate any provision of this Local Law shall be guilty of a misdemeanor, punishable by a fine not to exceed one thousand dollars (\$1,000), or imprisonment not to exceed six (6) months, or both, for a first conviction; and
- b. For a second and each subsequent conviction under this Local Law the penalty shall be a fine not to exceed five thousand dollars (\$5,000), or imprisonment not to exceed one (1) year, or both.

SECTION 6. Severability.

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

SECTION 7. Effective date.

This law shall take effect immediately.

Referred to Law and Health Committees – 8/8/22



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Daniel C. Lynch, Esq.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

August 31, 2022

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

Dear Chairman Joyce,

The Department of Mental Health requests permission for an Overtime Budget Amendment and a Salary Step increase for a Keyboard Specialist I. The Overtime Budget Amendment request is to transfer funds from a vacant Mental Health Assistant line into our overtime account. We are requesting a transfer of \$36,976 in order to ensure that adequate funds will be available for the remainder of 2022. The reasons for the increase in overtime this year is Staff Social Worker vacancies in our 24/7 Mobile Crisis Team and a large census of inmates requiring additional Mental Health Services at the Albany County Correctional Facility. The salary step increase for the Keyboard Specialist I is needed to bring this line up to the salary commensurate with what was negotiated in the last Collective Bargaining Agreement.

Feel free to contact Michael Fitzgerald or me if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.

Director

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3537, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

The Albany County Department of Mental Health requests approval for a budget amendment for overtime and administrative adjustments.

Date:	August 31, 2022
Submitted By:	Mark Gleason
Department:	Mental Health
Title:	Operations Analyst
Phone:	518-447-3014
Department Rep.	
Attending Meeting:	Dr. Stephen Giordano, Director

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) 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.: Overtime A94310.19900 / Keyboard Specialist I
A94310.16043.012.430191
Source of Funds: Mental Health Assistant A94310.15130.005.430075 /Supervising
Psychiatric Nrsr A94310.12134.001.430022
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):
Click or tap here to enter text.

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Overtime A94310.19900, Mental Health Assistant
A94310.15130.005.430075, Keyboard Specialist I A94310.16043.012.430191, Supervising Psychiatric Nrse
A94310.12134.001.430022

Appropriation Amount: \$37,476.00

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) 10/1/2022-12/31/2022

Length of Contract: 3 Months

Impact on Pending Litigation

Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 254

Date of Adoption: 7/11/2022

Justification: (state briefly why legislative action is requested)

The Department of Mental Health requests permission for an Overtime Budget Amendment and a Salary Step increase for a Keyboard Specialist I. The Overtime Budget Amendment request is to transfer funds from a vacant Mental Health Assistant line into our overtime account. We are requesting a transfer of \$36,976 in order to ensure that adequate funds will be available for the remainder of 2022. The reasons for the increase in overtime this year is Staff Social Worker vacancies in our 24/7 Mobile Crisis Team and a large census of inmates requiring additional Mental Health Services at the Albany County Correctional Facility. The salary step increase (\$500) for the Keyboard Specialist I is needed to bring this line up to the salary commensurate with what was negotiated in the last Collective Bargaining Agreement.

Albany County Department of Mental Health 2022 OT Increase / Employee Step Increase Budget Amendment

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A 4310 1 5130 005 430075	Mental Health Assistant		\$36,976.00	\$0.00	Mental Health
A 4310 1 9900	Overtime	\$36,976.00		\$147,625.00	Mental Health
A 4310 1 2134 001 430022	Supervising Psychiatric Nrse		\$500.00	\$76,566.00	Mental Health
A 4310 1 6043 012 430191	Keyboard Specialist I	500.00		\$35,641.00	Mental Health
TOTAL APPROPRIATIONS		\$37,476.00	\$37,476.00		

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES		\$0.00	\$0.00		
GRAND TOTALS		\$37,476.00	\$37,476.00		

RESOLUTION NO. 254

AMENDING THE 2022 DEPARTMENT OF MENTAL HEALTH BUDGET:
ADMINISTRATIVE ADJUSTMENTS

Introduced: 7/11/22
By Health Committee:

WHEREAS, The Director of the Department of Mental Health has requested authorization to amend the 2022 Mental Health Department budget to transfer funds into the overtime account from a vacant Keyboard Specialist line, and

WHEREAS, The Director has indicated the overtime account is currently projected to be depleted of funds in July due to Staff Social Worker vacancies in the 24/7 Mobile Crisis Team and a large census of inmates requiring additional Mental Health Services at the Albany County Correctional Facility, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2022 Department of Mental Health Budget is amended as follows:

Decrease Appropriation Account A4310.1 by \$30,000 by decreasing Line Item A4310 1 6043 004 430183 Keyboard Specialist by \$30,000 for an annual salary of \$4,719

Increase Appropriation Account A4310.1 by \$30,000 by increasing Line Item A4310 1 9900 Overtime by \$30,000

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 – 7/11/22

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 11th day of July, 2022, 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 12th day of July, 2022.



Dee-Ann Chambers

Clerk, Albany County Legislature



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
 175 GREEN STREET
 ALBANY, NEW YORK 12202
 518-447-4537 FAX 518-447-4577
 WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
 County Executive

Daniel C. Lynch, Esq.
 Deputy County Executive

Stephen J. Giordano, Ph.D.
 Director of Mental Health

Cindy G. Hoffman, LCSW-R
 Deputy Director

August 31, 2022

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

Dear Chairman Joyce,

The Albany County Department of Mental Health (ACDMH) requests permission to renew a lease agreement and requests permission to renew an agreement for pharmacy services. Genoa Healthcare has operated a pharmacy located at 260 South Pearl Street since January of 2021 and has provided comprehensive services to the Albany County community. Throughout the public health emergency, Genoa Healthcare has remained open and has supported Albany County residents. Due to Genoa's specialty in serving individuals with behavioral health challenges and because of their proximity to Albany County mental health programs, patients served in these programs have benefited with improved overall clinical outcomes. Specifically, individuals struggling with adherence to medication regimens continue to benefit from the easy access to pharmacy services that Genoa Healthcare affords. Lastly, there is no county share associated with renewal of these agreements.

Feel free to contact me or Michael Fitzgerald if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
 Director

cc: Hon. Dennis A. Feeney, Majority Leader
 Hon. Frank A. Mauriello, Minority Leader
 Rebekah Kennedy, Majority Counsel
 Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3551, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Albany County Department of Mental Health requests permission for a contract renewal with Genoa Healthcare, LLC for Pharmacy Services and renewal of a lease agreement.

Date: August 31, 2022
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations Analyst
Phone: 518-447-3014
Department Rep.
Attending Meeting: Dr. Stephen Giordano, Director

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) 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) Genoa Healthcare, LLC to lease 576 square feet of space located at 260 South Pearl Street for the purpose of running a Pharmacy for ADCMH OMH clients.

Contract Terms/Conditions:

Party (Name/address):

Genoa Healthcare, LLC 707 S. Grady Way, Suite 700 Renton, WA 98057

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

\$1,200 monthly lease, \$14,400 per year

Scope of Services:

Genoa Pharmacy serves Albany County Department of Mental Health's

Clients, fulfilling their medication needs.

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: Acmhb Clinic/Mobile Crisis, A14310.01625
Revenue Amount: \$14,400

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 12/1/2022-11/30/2024
Length of Contract: 24 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: 431
Date of Adoption: 10/15/2019

Justification: (state briefly why legislative action is requested)

The Albany County Department of Mental Health (ACDMH) requests permission to renew a lease agreement and requests permission to renew an agreement for pharmacy services. Genoa Healthcare has operated a pharmacy located at 260 South Pearl Street since January of 2021 and has provided comprehensive services to the Albany County community. Throughout the public health emergency, Genoa Healthcare has remained open and has supported Albany County residents. Due to Genoa's specialty in serving individuals with behavioral health challenges and because of their proximity to Albany County mental health programs, patients served in these programs have benefited with improved overall clinical outcomes. Specifically, individuals struggling with adherence to medication regimens continue to benefit from the easy access to pharmacy services that Genoa Healthcare affords. Lastly, there is no county share associated with renewal of these agreements.



July 18, 2022

VIA EMAIL, ONLY

Mark Gleason
Operations Analyst
Albany County Department of Mental Health
175 Green Street
Albany, New York 12202

Re: Renewal of Professional Services Agreement and Commercial Lease dated December 1, 2019 (the "Agreements")

Dear Mr. Gleason:

Please accept this letter as Genoa Healthcare, LLC's intent to renew the Agreements between the County of Albany and Genoa Healthcare, LLC for the on-site pharmacy at 260 South Pearl Street, Albany, NY 12202.

Should you have any questions, please feel free to contact me.

Thank you.

Sincerely yours,

DocuSigned by:

Bethany Mitricska
Pharmacy Contracts Manager
bmitricska@genoahealthcare.com
(651) 447-4445

RESOLUTION NO. 431**AUTHORIZING AGREEMENTS WITH GENOA HEALTHCARE, LLC
REGARDING ON-SITE PHARMACY SERVICES AND THE LEASE OF
SPACE LOCATED AT 175 GREEN STREET IN THE CITY OF ALBANY**

Introduced: 10/15/19
By Health Committee:

WHEREAS, The Director of the Albany County Department of Mental Health has requested authorization to enter into agreements with Genoa Healthcare, LLC regarding the lease of 576 square feet of space located at 175 Green Street in the City of Albany as well as the construction, implementation, and operation of on-site pharmacy services for adult patients enrolled in the integrated behavioral health outpatient clinic and Assertive Community Treatment (ACT) Program for a three-year term commencing October 1, 2019 and ending September 30, 2022, and

WHEREAS, The Albany County Department of Mental Health, through the County Purchasing Agent, issued a request for bids regarding on-site pharmacy services and one bid was received, and

WHEREAS, The Albany County Department of Mental Health reviewed said bid and recommended awarding the contract to Genoa Healthcare, LLC as the sole bidder, and

WHEREAS, The Director of the Albany County Department of Mental Health indicated that Genoa Healthcare, LLC will be exclusively responsible for the construction of the space needed for the pharmacy as well as the costs associated with the pharmacy's construction, implementation, and operation, and

WHEREAS, The Director of the Albany County Department of Mental Health also indicated that Genoa Healthcare, LLC will own the on-site pharmacy and will lease the space located at 175 Green Street from Albany County at a rate of \$1,200 per month when the space is operational, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with Genoa Healthcare, LLC, Renton, WA 98057 regarding the lease of 576 square feet of space located at 175 Green Street in the City of Albany for a three-year term commencing October 1, 2019 and ending September 30, 2022, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Genoa Healthcare, LLC, Renton, WA 98057 regarding the construction, implementation, and operation of on-site pharmacy

services at 175 Green Street in the City of Albany for adult patients enrolled in the integrated behavioral health outpatient clinic and Assertive Community Treatment (ACT) Program for a three-year term commencing October 1, 2019 and ending September 30, 2022, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements 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 – 10/15/19

COMMERCIAL LEASE

DATED: **December 1, 2019** (the "Effective Date")

PARTIES: County of Albany, New York (Landlord)
 Albany County Executive's Office
 112 State Street, Room 1200
 Albany, NY 12207
 And

Genoa Healthcare, LLC (Tenant)
 a Pennsylvania limited liability company
 707 S. Grady Way, Suite 700
 Renton, WA 98057

Landlord leases to Tenant and Tenant leases from Landlord the Premises described below on the terms and conditions stated below:

1. **The Premises.** The Premises contains approximately 576 square feet of space (the "Premises") in **Suite P** in the building (the "Building") located at 260 South Pearl Street, Albany, NY 12202, as more fully shown on the site plan ("Site Plan") attached hereto as Exhibit A. The property on which the Building is situated is referred to herein as the "Land". Landlord grants to Tenant access to and the use in common of the common areas ("Common Areas") in the Building and on the Land.

2. **Use of the Premises.** Tenant may use the Premises only for the purpose of providing the Contractor Services (the "Permitted Use"), as that term defined in that certain Professional Services Agreement, of even date herewith, between Landlord and Tenant (the "PSA"). Landlord represents and warrants that the Permitted Use is one that is permissible under all applicable laws, regulations, rules and ordinances governing the Premises.

3. **Occupancy.**

3.1. **Original Term.** The term of the Lease shall be three (3) years commencing on the Effective Date (the "Initial Term") and shall be coterminous with the term of the PSA, unless earlier terminated as provided in Section 3.2 below. Unless terminated in accordance hereof or the Tenant is in default hereunder, at the conclusion of the Initial Term and conterminous with any extension of the PSA, the parties may extend this Lease upon mutual consent immediately following the end of the then expiring term, subject to the consent of the Albany County Legislature, and under the same terms and conditions set forth herein, except that Rent shall be determined pursuant to subsection 4.2 below. It is the parties' intent to seek renewal of the Lease for additional two (2) year terms (each a "Renewal Term," and collectively with the Initial Term, the "Term"). Notwithstanding the foregoing, in no event shall this Lease be extended for a period

to constitute a conveyance or subject the parties to transfer tax, the parties agreeing that this Lease shall terminate automatically prior to such time.

3.2. Termination. Either Party may terminate this Lease at any time during the Term, upon one hundred twenty (120) days prior written notice to the other Party.

3.3. Possession. Tenant's right to possession shall commence on the Effective Date. If Landlord is not able to give Tenant possession of the Premises within thirty (30) calendar days of the Effective Date, Tenant may rescind the Lease by notice in writing to Landlord given at any time thereafter before the date on which possession is tendered by Landlord.

4. **Rent.**

4.1. Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Tenant shall pay to Landlord, in advance, on or before the first day of each month, as rent the sum of \$1,200 per month (576SF x \$25.00 per square foot as base rent) (the "Rent"). Rent is based upon arm's length negotiation between the Parties and Tenant's assessment of fair market value for similar properties in the market in which the Premises is located. The Rent Commencement Date means the date on which Tenant has obtained the required permits, licenses, and approvals to perform the Contractor Services and has accepted possession of the Premises from Landlord. Rent shall be pro-rated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Landlord at the address set forth in Section 20.4 below. Tenant shall also pay, as additional rent, three percent (3%) of Landlord's National Grid monthly bill, as Tenant's apportioned share, which Landlord shall bill to Tenant monthly, and any other payments as required of Tenant pursuant to the provisions of the Lease.

4.2. Rent Adjustment for Renewal Terms. The Rent for each Renewal Term shall be determined as follows: The monthly Rent in effect for the preceding Term shall be increased by the annual cumulative percentage increase, if any, from the Base Period, in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84=100) ("CPI") as published by the United States Department of Labor's Bureau of Labor Statistics. The "Base Period" shall be the Effective Date of this Agreement for the first Renewal Term and the commencement date of the preceding Renewal Term for each subsequent Renewal Term. Should the aforementioned index be discontinued, a successor index shall be substituted.

5. **Compliance with Law.**

5.1. General Regulatory Compliance. Landlord and Tenant shall comply with all applicable state and federal laws. Specifically, Landlord and Tenant intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Space Rental Safe Harbor to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(b).

5.2. Fair Market Value. The Parties agree that the Rent is consistent with the fair market value of the Premises being leased, including the value of such services and maintenance as required to be provided to the Premises by Landlord pursuant to the terms of this Lease, and that the Rent is not based, in whole or in part, on any current or expected value or volume of business

generated by or between the Parties. The Parties agree that this Lease in no way requires, and in no way is contingent upon, the recommendation, referral, certification, purchase, lease, order, or any other form of arrangement for any good, facility, service, or item offered by Landlord or Tenant or any person or entity related to or affiliated with Landlord or Tenant.

6. Repairs and Maintenance.

6.1. Tenant's Obligations. Tenant shall keep the Premises neat, clean, and in a sanitary condition, subject to reasonable wear and tear, damage by casualty or condemnation, and Landlord's repair obligations hereunder. Tenant's responsibilities for maintenance shall extend to the inside surfaces of interior walls and ceilings which are on the perimeter of the Premises, and flooring, paint, cabinetry, and interior fixtures located within the Premises.

6.2. Landlord's Obligations. Landlord represents and warrants that the Premises are in good repair without any material defects at the commencement of the Term. Landlord shall be responsible, at Landlord's sole expense, for all areas outside the Premises, and shall maintain the Building in which the Premises are located, the Common Areas, and the Land in a safe and sound, neat, clean, and sanitary condition. Tenant agrees to provide and maintain any additional plumbing, electrical, heating, air conditioning and ventilation systems requirement to the existing Premises needed by Tenant in order to provide the Agreement's Contractor Services in accordance with USP guidelines for safe drug storages, and said additional system requirement shall be, and remain, a fixture to the Building during the Term of the Lease and thereafter. Landlord further agrees to maintain the Building and the structure, walls, roof, windows, and exterior of the Building, the Common Areas, and the Land. In performing any repairs, replacements, alterations, or other work, Landlord shall not cause unreasonable interference with use of the Premises by Tenant.

6.3. Reimbursement for Repairs Assumed. If either Party fails to make any required repairs, the other Party may make the repairs and charge the actual costs of repairs to the first Party. Such expenditures by Landlord shall be reimbursed by Tenant with Tenant's next monthly payment of Rent. Such expenditures by Tenant may be deducted from Rent or collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither Party may perform repairs that are the obligation of the other Party unless the defaulting Party fails to initiate such repairs within thirty (30) days following written notice specifying the failure, and thereafter to diligently complete such repairs.

7. Alterations and Improvements.

7.1. Required Alterations. The improvements and alterations on Exhibit B shall be performed by, and at the cost of, the Party designated thereon and within the time stated thereon.

7.2. Additional Permitted Alterations. Tenant may make alterations and improvements to the Premises with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All alterations, improvements, or additions shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, codes and regulations. Landlord shall cooperate, at no cost to Landlord, with Tenant in obtaining all required licenses, permits, and approvals. All improvements and alterations

performed or installed on the Premises by either Landlord or Tenant, other than Tenant's trade fixtures, shall be the property of Landlord when installed unless Exhibit B specifically provides otherwise.

8. Utilities and Services.

8.1. Utilities to be Obtained by Tenant. Tenant shall make arrangements for the provision to the Premises of telephone service, fax line, computer service and data lines, hazardous waste disposal, and janitorial services (the "Tenant's Utilities"). Landlord shall cooperate as necessary with Tenant in the provision of such Tenant Utilities. Tenant shall directly pay for all of Tenant's Utilities supplied to the Premises, or if provided by Landlord, Tenant shall pay Landlord reasonable charges for such utilities and services as additional rent.

8.2. Utilities to be Provided by Landlord. Landlord represents and warrants that all utilities are readily available to the Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Lease. Landlord shall be responsible to arrange for delivery of all utilities to the Premises and shall pay directly for all utilities, including but not limited to, electricity, heat, air conditioning, and water, other than the Tenant Utilities.

9. **Taxes and Assessments.** Tenant shall pay, prior to delinquency, all taxes on its personal property located on the Premises. Landlord shall pay, prior to delinquency, all real property taxes and assessments levied against the Premises, the Building, and the Land. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, the Building, and/or the Land other than taxes on the net income of Tenant. If any taxes are imposed on the Premises as a direct result of Tenant's occupancy of the Premises, Tenant shall be responsible for such taxes levied against the Premises.

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

11. Access.

11.1. By Tenant. Landlord shall provide Tenant with access to the Common Areas and Premises twenty (24) hours per day, seven (7) days per week. Landlord shall provide Tenant with a key and security card to permit such access. Tenant shall be permitted to install any additional security system Tenant deems necessary at Tenant's sole cost and expense.

11.2. By Landlord. Subject to applicable laws and upon reasonable advance notice, Tenant shall provide Landlord access to enter the Premises at reasonable times (only during Tenant's business hours) for the purpose of inspecting them, to determine the necessity of repair, showing them to prospective purchasers or lenders or, within three (3) months of the end of the Term, to lessees, and making necessary alterations, repairs, improvements, or additions to the

Premises as required or allowed by the Lease. Any access by Landlord shall be given in a manner so as to not unreasonably disturb Tenant's business or prevent Tenant from complying with the PSA between the Parties. Landlord shall be accompanied at all times while on the Premises by a representative of Tenant who is a licensed pharmacist. Landlord may immediately enter the Premises in an emergency so long as accompanied by police or members of the fire department. "Emergency" shall mean any unforeseen combination of circumstances or situation that requires immediate action by the Landlord to prevent personal injury or property damage upon the Premises. Without Tenant's prior written consent, Landlord shall not have the right to enter the Premises when Tenant is not open for business except in the event of an emergency as above provided.

12. Insurance.

12.1 Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease and any renewals thereof a policy or policies with insurers licensed and authorized to do business in the State of New York providing the following coverages:

(1) Workers' compensation and employers' liability insurance coverage of the Tenant's employees in the event of job related injuries while working upon the Premises;

(2) Motor Vehicle Liability Insurance coverage with limits of not less than \$500,000, combined, for each accident resulting in bodily injury, sickness or disease sustained by any person, caused by accident and arising out of the Tenant's ownership, maintenance or use of any motor vehicle for damage resulting in 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 such motor vehicles;

(3) General Liability Insurance, including comprehensive form, contractual, products, completed operations, premises operations and broad form property insurance for personal injury or personal property damage occurring upon the Premises with limits of not less than:

Liability	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

and,

(4) Fire and all peril damage or loss insurance for Tenant owned or leased personal property while located upon the Premises.

Said insurance coverages shall be deemed to be primary and name the Landlord as an additional insured under Tenant's comprehensive general liability policy, entitled to 30 days prior written notice of change or cancellation.

12.2. Landlord's Insurance. At all times during the Term, Landlord will self insure and/or maintain in force special form causes of loss insurance insuring the Building, Premises, and the Land for the full insurable value thereof with commercially reasonable deductibles. In addition, Landlord will self insure and/or maintain in force during the entire Term of this Lease commercial general liability insurance in commercially reasonable amounts and with such endorsements as may be necessary to cover Landlord for claims on account of the obligations assumed by Landlord under subsection 13.2.

12.3. Waiver of Subrogation. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other Party hereto.

13. Indemnity.

13.1. Tenant's Indemnity. Subject to the waiver of subrogation set forth in Section 12.3, Tenant shall indemnify, defend and hold harmless Landlord from any liability, loss, cost, expense (including reasonable attorneys' fees), claim, action or cause of action of a third-party claim arising out of or related to Tenant's use and occupancy of the Premises, or any negligent act or wilful misconduct of Tenant on the Premises. Tenant shall not have any liability for special, tortious incidental or consequential damages under this Lease.

13.2. Landlord's Indemnity. Subject to the waiver of subrogation set forth in Section 12.3, Landlord shall indemnify, defend and hold harmless Tenant from any liability, loss, cost, expense, including, but not limited to, reasonable attorneys' fees, claim, action or cause of action of a third party claim arising out of or related to any negligent act or willful misconduct by Landlord. Landlord shall not have any liability for special, incidental or consequential damages under this Lease.

14. Damage or Destruction of Premises.

14.1. Partial Damage—Insured. If the Building and/or the Premises is/are Partially Damaged (as defined below) by a casualty covered, or required to be covered, by an effective insurance policy under this Lease, Landlord shall at its expense repair the damage. Landlord shall not be obligated to repair any additions, alterations, or improvements made by Tenant after the Rent Commencement Date. Landlord shall make all repairs as soon as reasonably possible and this Lease shall continue in full force. Notwithstanding the provisions of this subsection 14.1, if the damage to the Building and/or Premises is such that Tenant cannot conduct its business in the same manner as prior to such casualty for sixty (60) consecutive days, then Tenant shall have the right, upon written notice to Landlord, to terminate this Lease.

14.2. Partial Damage—Uninsured. If the Building and/or the Premises is/are Partially Damaged by a casualty not covered and not required to be covered by an effective insurance policy under this Lease, Landlord may at its option either (i) repair the damage as soon as reasonably possible at Landlord's expense, and this Lease shall continue in full force, or (ii) terminate this Lease by written notice to Tenant within thirty (30) days after the date of the damage. Tenant may,

within ten (10) days after receipt of Landlord's notice to terminate, give written notice to Landlord of Tenant's intention to repair the damage at Tenant's expense, without reimbursement from Landlord. This Lease shall then continue in full force and Tenant shall make repairs as soon as reasonably possible. If Tenant does not give its notice after Landlord elects termination, this Lease shall be canceled and terminated as of the date of the occurrence of damage. Notwithstanding the provisions of this subsection 14.2, if the damage to the Premises is such that Tenant cannot conduct its business for sixty (60) consecutive days, then Tenant shall have the right, upon written notice to Landlord, to terminate this Lease.

14.3. Partially Damaged—Defined. "Partially Damaged" is herein defined as any damage, which can be repaired within six (6) months.

14.4. Total Destruction. If the Building and/or the Premises is/are substantially totally destroyed from any cause whether or not covered by insurance, either Party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than forty (45) days following the date of damage. In such event all rights and obligations of the Parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts. If neither Party elects to terminate, Landlord shall diligently proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible.

14.5. Abatement of Rent; Tenant's Remedies. The Rent payable under the Lease for the period during which repairs are made shall be abated and reduced to the extent the Premises are untenantable commencing upon the date of the occurrence of such damage. If Landlord does not commence repairs within thirty (30) days after its obligation to repair accrues under this section, Tenant may cancel this Lease by giving Landlord written notice at any time prior to the commencement of repairs.

15. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of its exercise ("Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession. If more than ten percent (10%) of the floor area of the Premises is taken by Condemnation or if the Condemnation prevents the continued use of the Premises by Tenant in substantially the same manner as before the Condemnation, Tenant may at its option, terminate the Lease as of the date the condemning authority takes possession or title. Tenant must exercise its option in writing within twenty (20) days after the condemning authority takes possession or title. If Tenant does not terminate this Lease, it shall remain in full force as to the remaining Premises, except that the Rent shall be reduced in the proportion that the floor area taken bears to the total original floor area of the Premises. Any award for taking by Condemnation is the property of Landlord; provided, however Tenant is entitled to any award for loss of or damage to its trade fixtures, removable personal property and moving expenses. If this Lease is not terminated after Condemnation, Landlord shall repair any damage to the Premises caused by the Condemnation, except to the extent that Tenant was reimbursed therefore by the condemning authority.

16. Quiet Enjoyment; Estoppel Certificates.

16.1. Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them to Tenant. Landlord shall defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the Lease Term.

16.2. Estoppel Certificates. Either Party shall, within twenty (20) days after notice from the other, execute and deliver to the other Party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other Party. The certificate shall also state the amount of monthly Rent, the dates to which Rent has been paid in advance, and the amount of any security deposit or prepaid Rent. Failure to deliver the certificate within the specified time shall be conclusive on the Party from whom the certificate was requested that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

17. Defaults; Remedies.

17.1. Defaults. Each of the following is a material default and breach of the Lease (each, a "Default"):

(a) Default in Rent. Failure to make any required Rent or other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Landlord.

(b) Default in Other Covenants. Failure to comply with any of the covenants or provisions of the Lease, other than those described in subsection 17.1(a), if the failure continues for a period of thirty (30) days after written notice thereof; provided that if such default reasonably requires more than thirty (30) days for its cure, Tenant shall not be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.

17.2. Remedies. If any Default by Tenant occurs, Landlord may, at any time thereafter without notice or demand, do any or all of the following:

(a) Termination. Upon thirty (30) days' written notice to Tenant, terminate this Lease and Tenant's right to possession of the Premises by any lawful means; Landlord may, subject to the requirements of Section 18.3 hereof, re-enter and take possession of and remove all persons or property, and Tenant shall immediately surrender possession of the Premises to Landlord. Landlord may recover from Tenant all damages incurred by Landlord for Tenant's default including, but not limited to, the reasonable costs of recovering possession of the Premises and expenses of reletting.

(b) Maintain Tenant's Right to Possession. Maintain Tenant's right to possession and continue this Lease in force whether or not Tenant has abandoned the Premises in which event Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due.

(c) Remedies Cumulative. The foregoing remedies shall be cumulative and in addition to any other remedy available to Landlord by law. Landlord shall have a duty to mitigate its damages.

17.3. Immediate Termination. Notwithstanding the above remedies, in the event the PSA between the Parties expires or is terminated for any reason, Tenant shall have the right to terminate this Lease upon written notice to Landlord specifying the date of such termination, and the Parties shall be released from any and all liabilities and obligations hereunder, except for those accruing prior to the date of such termination.

18. **Surrender at Expiration.**

18.1. Condition of Premises. On expiration or earlier termination of the Lease, Tenant shall surrender the Premises in the same condition as received, subject to ordinary wear and tear, damage by casualty or condemnation and repairs which are Landlord's responsibility hereunder.

18.2. Holdover. If Tenant continues to occupy the Premises after the expiration of the Term, without any express agreement as to such occupancy, then such holding over will be considered as a month-to-month tenancy subject to all terms and conditions of this Agreement, as long as Tenant continues to timely pay Rent in an amount equal to the monthly Rent payable during the last month of the Term. If a month-to-month tenancy results from a holdover by Tenant under this subsection 18.2, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days before the termination date which shall be specified in the notice.

18.3. Compliance with Pharmacy Laws on Termination. Notwithstanding anything set forth in this Lease to the contrary, Landlord shall not interfere with Tenant's compliance with applicable pharmacy laws, rules or regulations and Tenant's proper handling or disposition of its pharmaceutical products upon termination of this Lease. This provision shall be effective even upon a termination of this Lease by Landlord following the occurrence of a Default.

19. **Brokers**. Each of Landlord and Tenant warrants to the other that it has had no dealings with any real estate broker or agents in connection with the negotiation of the Lease, and it knows of no real estate broker or agent entitled to a commission in connection with the Lease. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from any loss, cost, liability, or expense incurred by the other as a result of any claim by any broker or agent on the basis of any arrangements or agreements made by or on behalf of indemnifying Party.

20. **General Provisions.**

20.1. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall not affect the validity of any other provision.

20.2. Time of Essence. Time is of the essence of this Lease.

20.3. Entire Agreement. This Lease and the PSA constitute the entire agreement of the Parties hereto with respect to the subject matter contemplated hereby and thereby and supersede

all previous and contemporaneous oral or written negotiations, agreements, arrangements, and understandings relating to the subject matter hereof and thereof.

20.4. Notices. Any notice given under this Lease shall be in writing and may be given by personal delivery, by overnight delivery, or by certified mail, postage prepaid, addressed to Tenant or to Landlord at their addresses set forth below their signatures to the Lease. Either Party may, by notice under this subsection, change its address for notice purposes. Notices personally delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail. To be valid as notice, a copy of any notice given to Tenant shall be concurrently given to:

Attn: General Counsel
Genoa Healthcare, LLC
707 S. Grady Way
Suite 700
Renton, WA 98057

Attn: Mark Peterson, Chief Executive Officer
Genoa Healthcare, LLC
3140 Neil Armstrong Blvd, Suite 110
Eagan, MN 55121

and a copy of any notice given to Landlord shall be concurrently given to:

Albany County Attorney
Office of the Albany County Attorney
112 State Street, Room 600
Albany, NY 12207

Stephen J. Giordano, Ph.D., Director
Albany County Department of Mental Health
175 Green Street
Albany, NY 12202

Rent and any other payments due the Landlord pursuant to this Lease shall be made by check payable to "County of Albany, New York" and delivered to:

Albany County Department of General Services
112 State Street, Room 825
Albany, NY 12207

20.5. Waiver. Waiver by either Party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the Party's right to require strict performance of the same

provision in the future or of any other provision. No waiver shall be enforced except if set forth in writing and signed by the Party against whom such waiver is asserted.

20.6. Binding Effect. Subject to the provisions restricting assignment or subletting, this Lease binds and benefits the Parties and their respective successors and assigns.

20.7. Assignment and Subletting. Tenant shall not assign, sublet, convey or transfer this Lease or any interest therein without the prior written consent of Landlord given pursuant to Resolution of the Albany County Legislature, which consent shall not be unreasonably withheld, conditioned or delayed.

20.8. Authority. Each individual executing this Lease on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity, in accordance with duly adopted resolutions or such entity's governing documents, and that this Lease is binding upon that entity in accordance with its terms.

20.9. Attorneys' Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing Party shall be entitled to recover, in addition to costs, reasonable attorney fees.

20.10. Relationship of Parties. For the purpose of this Lease, the relationship of the Parties hereto is strictly that of landlord and tenant. Landlord has no interest in Tenant's enterprise and this Lease cannot be construed as a joint venture or partnership. Except as otherwise set forth in this Lease or in the PSA, neither Landlord nor Tenant is an agent or representative of the other for any purpose.

20.11. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Electronic signatures shall be valid as originals.

20.12. Governing Law. The validity of this Lease, the interpretation of the rights and duties of the Parties hereunder, and the construction of the terms hereof shall be governed in accordance with the internal laws of the state in which the Premises are situated.

IN WITNESS WHEREOF, the Parties have executed the Lease on the dates specified below their respective signatures below:

LANDLORD:

County of Albany, New York

By: 

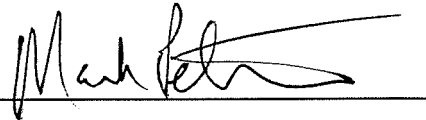
Its: County Executive

Address: Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Date: 11/20/19

TENANT:

Genoa Healthcare, LLC

By: 

Its: Chief Executive Officer

Address: 707 S. Grady Way, Suite 700
Renton, WA 98057

Date: 11/20/19

EXHIBIT A

Site Plan

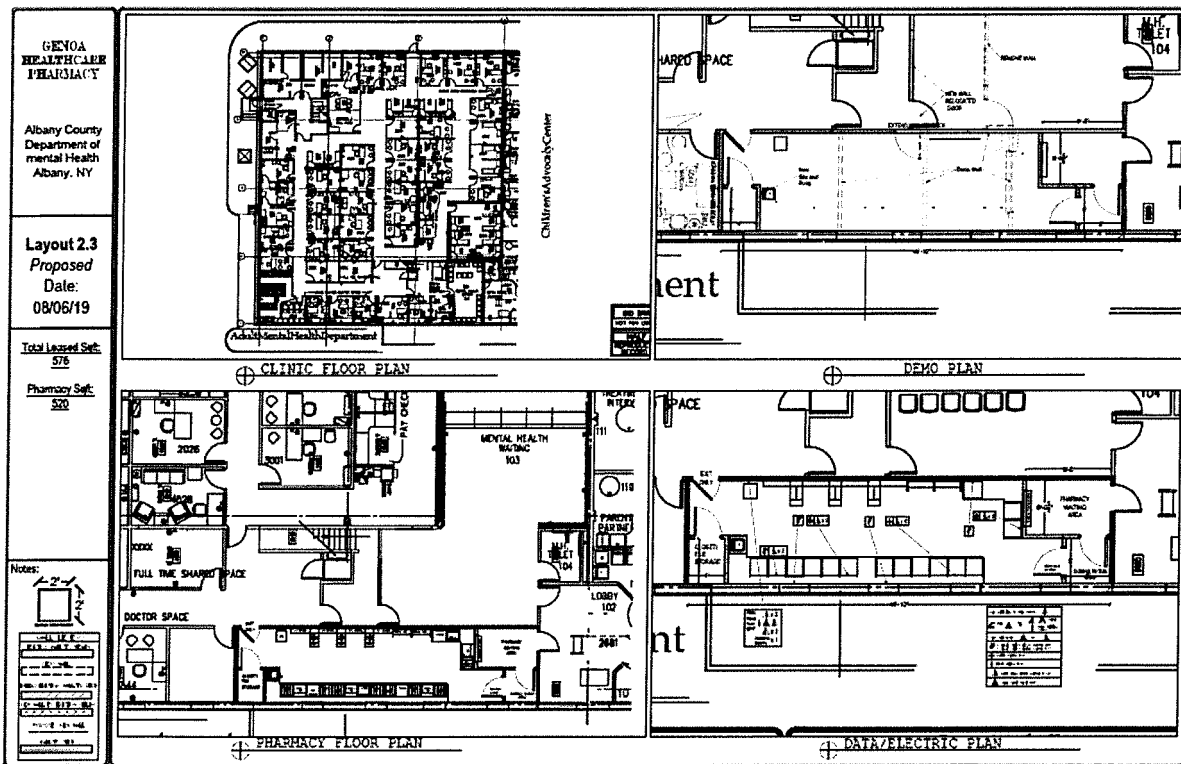


EXHIBIT B

Improvements to Premises

Tenant and Landlord shall mutually agree on the Party responsible for completing the Improvements to Premises, with Tenant being financially responsible for the approved work to be completed.

- Create lobby access
- Build counter space
- Extend phone and electrical as required
- Extend plumbing as required or acquire Board of Pharmacy variance
- Add security system or extend current security system to conform to Board of Pharmacy requirements
- Acquire necessary building permits

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND GENOA HEALTHCARE, LLC

This Professional Services Agreement (the "Agreement") is made as of December 1, 2019 (the "Effective Date"), by and between the County of Albany, a New York municipal corporation, acting by and through its County Executive, on behalf of the **Albany County Department of Mental Health** ("CMHC"), and **Genoa Healthcare, LLC**, a Pennsylvania limited liability company ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

A. CMHC is located at 260 South Pearl Street, Albany, NY 12202 (the "Facility") and provides professional behavioral and mental health services.

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

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

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

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

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

1. Obligations of Contractor.

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

1.2 Standard of Practice. Contractor and Contractor's employees and independent contractors ("Contractor Personnel") shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.

2. Obligations of CMHC.

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

2.2 Data. Upon execution of this Agreement, CMHC shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the

medication needs of the population served by CMHC. CMHC agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor. Further, CMHC shall program Contractor as the first selection in any e-prescribing or drop down boxes related to pharmacy selection, in accordance with the electronic medical record system or other electronic prescribing system utilized by CMHC.

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

2.4 **Media.** CMHC shall endeavor to notify Contractor, verbally and/or in writing, prior to issuing any press and/or media releases that specifically reference Contractor and/or the Contractor Services.

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

4. **Term.** Subject to the termination provisions set forth in Section 11 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term") and shall be coterminous with the term of the Lease. At the conclusion of the Initial Term and conterminous with any extension of the Lease, the parties may extend this Agreement upon mutual consent immediately following the end of the then expiring term, under the same terms and conditions set forth herein, and subject to the consent of the Albany County Legislature.

5. **Relationship of the Parties.** Except as otherwise set forth in this Agreement, the relationship created by this Agreement between CMHC and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between CMHC and Contractor.

6. Compliance with Applicable Law.

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

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

6.3 HIPAA Compliance. In connection with the provision of the Contractor Services under this Agreement, CMHC and Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160-64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules").

7. **Indemnification and Hold Harmless.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such other Party's shareholders, directors, members, managers, officers, employees, agents and representatives (the "Indemnified Party"), from any third-party liability, damage, loss, cost, including reasonable attorneys' fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement. Except with respect to indemnity for damages arising from third-party claims as provided herein, neither Party shall have any liability to the other for special, incidental or consequential damages under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

8. Liability Insurance.

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

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

8.3 General Liability Insurance. CMHC shall maintain general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor, which shall include, but not be limited to, the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually, together with a \$1,000,000 umbrella policy.

8.4 In addition to the above insurance policies and requirements, the parties agree to a Waiver of Subrogation in favor of CMHC on Contractor's General Liability and Umbrella policies.

9. Confidentiality.

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

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

10. Consideration.

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

10.2 Invoice and Payment. Contractor shall submit to CMHC, by the tenth (10th) day of the month, an invoice for the preceding month's Contractor Services. CMHC shall pay the above-specified consideration which shall be tendered by the twenty fifth (25th) day of the month after the month in which the Contractor Services were provided. Late payments shall accrue

interest at the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate permitted under applicable law.

11. Termination.

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

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

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

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

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

organization named above or any other mediation process or mediator as the Parties may agree. The fees and expenses of the arbitration or mediation shall be borne equally by the Parties.

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

14. Miscellaneous.

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

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

14.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.

14.4 Severability. The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law.

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

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

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

Albany County Department of Mental Health Genoa Healthcare, LLC

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

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

Albany County Attorney's Office


Attention:
Office of the Albany County Attorney
112 State Street, Room 600
Albany, NY 12207
Phone: (518) 447-7110
Fax: (518) 447-5564

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

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

County of Albany

Genoa Healthcare, LLC

By: 
Its: County Executive *4/26/14*

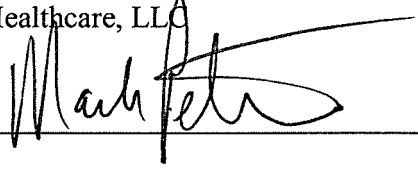
By: 
Its: Chief Executive Officer

EXHIBIT A

List of Contractor Services

1. Contractor shall provide pharmacy services to CMHC clients.
2. Contractor Services shall be implemented according to an implementation schedule and, therefore, all services may not be available immediately. The management of special programs, such as sample management, or other indigent care programs will be available, if applicable, approximately 90 days after the first prescription is filled.
3. Contractor shall provide duly qualified and licensed pharmacists (the "Pharmacists") as reasonably necessary to operate the Pharmacy on a day-to-day basis as determined by Contractor in Contractor's sole discretion.
 - a. Contractor shall follow, and shall ensure that the Pharmacists follow, all state of New York policies and procedures.
 - b. Contractor Services shall include, but shall not be limited to:
 - i. dispensing medications in accordance with prescriptions written by licensed practitioners;
 - ii. billing patients and third party payors for medications dispensed;
 - iii. acting as liaison with pharmaceutical representatives;
 - iv. consulting with CMHC staff and CMHC patients' medical charts as needed regarding patients' questions and concerns related to medications prescribed;
 - v. maintenance and retention of Contractor-owned records pertinent to this Agreement pursuant to applicable regulatory retention standards;
 - vi. purchasing all supplies reasonably needed to operate the pharmacy as determined by Contractor in Contractor's discretion;
 - vii. disposal of medications, excluding controlled substances, in accordance with applicable laws and regulations;
 - viii. complete, or assist in the completion of, requests for medication prior authorization from third-party payors;
 - ix. assist CMHC in maintaining a perpetual inventory of CMHC's sample medications;
 - x. to the extent permitted by the New York Board of Pharmacy, serve as CMHC's agent, [and as the agent for the properly authorized prescribers,] in connection with the storage and dispensing of sample medications;
 - xi. for sites requiring Medication Administration Records ("MAR"), Contractor would provide the documents monthly or weekly depending on the need (additional fee may apply);

- xii. provide consultant pharmacist services as specified in Exhibit C, attached hereto and incorporated into this Agreement, subject to the fee schedule in Exhibit B to this Agreement.
- c. Contractor shall provide the Contractor Services on a schedule to be mutually agreed upon by the Parties.

EXHIBIT B**Fees**1) Consulting Pharmacist Fees:

- a) Contractor shall bill CMHC for consultant pharmacist services at a rate of \$75.00 per hour. Charges shall include time spent by the pharmacist preparing reports, inspecting facilities, attending meetings, collecting information, and developing policies for CMHC. Contractor shall not bill CMHC for the consultant pharmacist's periodic telephone consultations. Except as otherwise set forth in this Agreement, these rates may be adjusted annually by Contractor, but not by more than 5% per year without renegotiation.
- b) There are no separate fees for consulting with CMHC staff or individual patients about medications.

EXHIBIT C**Pharmacy Consultant Services**

Contractor shall at the written request of CMHC:

- a. Provide a consulting pharmacist to the CMHC's Crisis Stabilization Unit for the purpose of monitoring the Unit Medication Room and the Emergency Drug Box on a monthly basis. The consultant pharmacist shall issue a monthly report on the findings.
- b. Provide a consultant pharmacist to participate and implement the decisions of the CMHC's Pharmacy & Therapeutics Committee.
- c. Provide a consultant pharmacist to review of issues related to the procurement, receipt storage, ordering, dispensing, and administration of medications within the CMHC.
- d. Provide a consultant pharmacist to institute and maintain a Pharmacy Quality Improvement Program consistent with applicable Joint Commission standards.
- e. Provide a consulting pharmacist to conduct Pharmacy In-service Education based on needs of the CMHC staff, and problems identified through quality improvement activities, and other sources, as applicable.
- f. Provide a consultant pharmacist to perform quarterly inspections of medication storage in residential programs.
- g. Provide a consultant pharmacist to aid in the review and implementation of CMHC's Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.
- h. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy