

Albany County Request for Contract Approval

Contract #	2022-723
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - LegislatureA1230 - County Executive
Date Submitted	Thursday, December 15, 2022
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	Capital Roots 594 River Street, Troy, NY 12180
Estimated Amount	\$35,000.00
Estimated Term	12/15/2022 to 12/31/2023
Scope of Services	Capital Roots, a registered 501(c)(3) organization based in Troy, NY, is committed to a food donation initiative called Squash Hunger. The initiative collects and distributes more than 40 tons of fresh produce to the Capital Region's food pantries and shelters each year. The organization has requested monetary assistance so that it may better serve the community. Together, the County Executive and the County Legislature are requesting that \$35,000 be provided to Capital Roots, so that they may expand their presence and help those in need. Heres a link to their website. https://www.capitalroots.org/squash-hunger/
Budget Line Item	AA1010 - 44015 AA1310 - 44046 - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM



COUNTY OF ALBANY
COUNTY LEGISLATURE
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
(518) 447-7168 FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

ANDREW JOYCE
CHAIRMAN

PAUL T. DEVANE
CLERK

NECOLE M. CHAMBERS
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature & County Executive's Office
Date: December 15, 2022
RE: Capital Roots Squash Hunger Program

The Squash Hunger program is a regional program that supports food pantries within the Capital Region with emergency food while supporting our farmers by gleaning crops and purchasing food from their farms. In Albany County alone, this program supports 33 food pantries and provides 76,581 pounds of food. The breakdown of the regional distribution is below:

Albany = 76,581 lb—44%
Renss = 45,338 lb—26%
Schdy = 24,028 lb—14%
Saratoga = 16,722 lb—10%
Montgomery = 10,297 lb -6%

From the Food Pantries of the Capital Region:

In a recent survey of our Capital Region coalition of food pantries:

- 83% reported increases in service levels
- 45% reported not feeling that they have adequate funding to provide services to their community
- 48% reported not feeling that their current funding will last throughout the year
And 50% reported that they are not adequately able to source the products (food) that they need

Surrounding counties have also committed funding to supporting this program.

SQUASH HUNGER

Fresh Food For All

Produce Drive TOOLKIT



CAPITAL ROOTS

594 RIVER STREET, TROY • 518-274-8685 • WWW.CAPITALROOTS.ORG



About Capital Roots

Capital Roots started in 1975 as a community service project of Garden Way, the former manufacturer of Troy-Bilt Lawn and Garden Equipment. Today, Capital Roots works to reduce the impact of poor nutrition on public health in New York's Capital Region by organizing community gardens, providing healthy food access, offering nutritional and horticultural education for all ages and coordinating urban greening programs in Albany, Rensselaer, Schenectady and southern Saratoga Counties.

How We SQUASH HUNGER ...

Capital Roots' Squash Hunger program is a food recovery initiative that collects and distributes more than 50 tons of fresh produce annually to our region's food pantries, soup kitchens, and other food assistance programs.

Since 2004, Capital Roots has involved thousands of community members in this effort to increase the presence of fresh food on communal tables. We rely on generous home and community gardeners, farmers, distributors and markets to donate fresh produce, and we've organized a corps of volunteers who deliver to more than 100 community feeding programs throughout the Capital Region. In 2020, more than 155,000+ pounds of fresh produce made its way to hungry families through this important community program.

Why is it important to donate fresh food?

Typically, the bulk of food donated to community food programs consists of canned and dry goods. Though processed foods do fill up empty bellies, fresh food adds nutritional value to the meals served in food pantries and soup kitchens. Nutritious food empowers people with the energy they need to lead healthy, productive lives.



Contact:

Lena Faustel
Squash Hunger Coordinator
squashhunger@capitalroots.org
518-274-8685

Getting Started

Who can host a produce drive?

Anyone with an interest in providing healthy fresh produce to families and individuals in need and can organize co-workers, students, or members to participate, such as:

*Schools, Colleges and Universities
Churches, synagogues, places of worship
Civic organizations (Kiwanis, Rotary, PTA)
Girl Scout/Boy Scout Troops*

*Organizations and clubs
Fraternities and sororities
Businesses and companies
Office and workplaces*

What kind of produce drive is right for my group?

Door-to-Door Collection

You and your team will designate a date(s) and time to go door-to-door in targeted neighborhoods to collect the produce.

IDEAL FOR:

Girl/Boy Scout troops or volunteer groups.



Drop-Off Collection

Interested individuals are able to drop off produce at their convenience at a location(s), date(s), and time(s) set by you.

IDEAL FOR:

Companies or groups with an office.



When should I host my produce drive?

That's entirely up to you. Consider hosting the drive at a time your business, school, organization, or troop does not have many volunteer or fundraising activities scheduled. Summer is a great time for door-to-door collections as there is always a bounty of fresh produce available. Winter might be better for a drop-off collection and is the time when the need is greatest.

Once you choose a date, determine how long you want your drive to be. It could be as short as one day or as long as a month.

Nail Down the Logistics

How do I register my produce drive with Capital Roots?

Email the Squash Hunger Coordinator, using the subject line “SH Produce Drive Registration” with the following information:

1. Name of your organization or group and your contact information.
2. Date(s), times, and locations of your produce drive.
3. How you plan to distribute your produce. (See Page 6.)

What items can I accept?

Please keep in mind that Capital Roots is committed to improving access to healthy fresh food. That means fruits and vegetables are the most desired food items. We encourage you to accept any other food donations (i.e. canned and dry goods), but please be sure to stress that you’re hosting a produce drive.

Any produce is acceptable, but the most desired items would be produce with a long shelf life. Here is a list of some of the more durable items:

POTATOES/YAMS
SQUASH
APPLES

CARROTS
BEETS
ORANGES

ONIONS/GARLIC
TURNIPS
MELONS

PEPPERS
CUCUMBERS
BANANAS

****NOTE:** *If you plan to collect during winter, be advised that produce should not be left outdoors in temperatures below 45 degrees F for any length of time as they will freeze and spoil.*

What’s the best way to transport the produce?

Plan to transport the produce in cardboard boxes which is proven to be the best option. Your local grocery store will likely have extra boxes that you can use if you are in need.

Drive-Specific Details

What are the **Top 5** things I should know about Door-to-Door?

1. Reach out to neighbors in advance of your drive using flyers, phone-calls and/or social media. This will help ensure they have produce ready for you.
2. While it is illegal to place flyers inside mailboxes, flyers can go in doorways, on porches, or (and perhaps most effective) directly in the hands of your neighbors.
3. Keep an eye on the weather. This is for the sake of your volunteers and the produce itself.
4. Targeted collections work best. Figure out which neighborhoods you want to hit and ensure you have ample volunteers signed up to help collect that day.
5. Brush up on Capital Roots and the Squash Hunger program in advance. If you are meeting people in person, they may want more info on where the produce is going. We can provide informational materials to pass along.

What are the **Top 5** things I should know about Drop-Off?

1. Be strategic about your location. Ask yourself: *Does it get a lot of foot traffic? Is it in a visible location? Depending on your intention, can anyone access it or just your office?*
2. Schedule your drop-off on a day and time that is the busiest for the location you're choosing.
3. Spread the word using flyers and social media and ask people to share!
4. Display is everything! Make your drop-off space engaging so that those who know about it are reminded and those hearing about the drive for the first time are compelled to stop by your table or bin.
5. Set up a bin check-in schedule with you and your team. You want some produce to always be in the basket, but don't want it to overflow because people will think you can't take any more donations. If you've scheduled a multi-day collection, ensure you have someone checking and collecting produce daily.

Get the Word Out

How do I get the word out about my upcoming produce drive?

Capital Roots will provide you with all the promotional materials you will need to host your own successful produce drive.

What materials are available?

- *Flyers* - This toolkit includes editable flyer templates. If accessing this toolkit offline, email the Squash Hunger Coordinator and he/she will email them to you.
- *Bushel Basket and Signage* - You have the option of borrowing a bushel basket with signage on it for use on the day(s) of the event. Email the Squash Hunger Coordinator with your request no later than one week prior to your produce drive so we can get that ready for you.
- *Informational materials on Capital Roots and Squash Hunger* - This is good to have at your table or in hand going door-to-door to educate folks on how the food will be used and by whom. Email the Squash Hunger Coordinator with your request no later than one week prior to your produce drive so we can get these materials ready for you to pick up.
- *Small Graphics to use on Social Networks* - Let us help you market your drive on your social networks. Email the Squash Hunger Coordinator and we can get those over to you.

I don't have a lot of time to get the word out. What's my best option?

Social media. Start a Facebook event. Create a fun and catchy hashtag to use throughout the drive and encourage donors to use it too when they donate. Post live photos and videos during the drive and encourage donors to as well. Any way you can call attention to your drive will prove beneficial.

Can Capital Roots help spread the word?

Yes! Once we know the date(s) of your drive, we can let our supporters know in our upcoming e-newsletter. Also, if you use the hashtag #squashhunger and tag us @capitalrootsny in any Facebook, Instagram, Twitter or LinkedIn posts, we will share those with our audience.

Follow Up After Your Drive

Does Capital Roots need to know how much we gathered?

We sure do. Weigh all of the produce and take note of how much in pounds. (If you do not have the ability to do so, please let us know.)

Ok, I've weighed the produce. Now what?



Now its time to head to food pantries, soup kitchens and shelters! If you would like to make the deliveries yourself, let us know where you live or work and we will send you a list of food assistance programs in your area.

If you prefer Capital Roots makes those deliveries, not a problem. Just let Lena know when you will be dropping it off. We can weigh and distribute it for you. The choice is entirely yours.

After you've delivered or dropped off to us, report to Lena the following:

- Total weight of produce collected.
- Pantries delivered to (if making your own deliveries)
- Types of produce collected
- Favorite photos and a short blurb about the event for us to include in our e-newsletter
- A good estimate of the number of volunteers and hours involved in planning and executing your produce drive

Produce Drive Check-List

- Decide whether to hold a Door-to-Door or Drop-Off Collection.
- Choose a date(s).
- Choose a location.
- Choose a time(s).
- Register your produce drive with Lena at squashhunger@capitalroots.org.
- Gather volunteers.
- Send out the logistics to your team.
- Spread the word!
- Host the Produce Drive.
- Report to Capital Roots.

QUESTIONS?
CONTACT LENA AT 518-274-8685 OR
SQUASHHUNGER@CAPITALROOTS.ORG.



GROW · EDUCATE · PROVIDE

Albany County Request for Contract Approval

Contract #	2022-685
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A3150 - Correctional Facility
Date Submitted	Tuesday, December 06, 2022
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	Bob Barker Company, Inc. 7925 Purfoy Road , Fuquay Varina, North Carolina 27526
Estimated Amount	\$23,000.00
Estimated Term	12/1/2022 to 11/30/2023
Scope of Services	Purchase Inmate Clothing at the Albany County Correctional Facility.
Budget Line Item	AA3150 - 44201 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

TO: Pamela O'Neill, Purchasing Agent
FROM: Michael J. Lyons, Superintendent
RE: RFB #2022-120 Inmate Clothing
DATE: November 28, 2022

We have reviewed the bid tabulations and do not have any objections with the bid awards to the following vendors:

Work Shirts V-neck Striped: Bob Barker
Work Pants Slip-on Solid: Mimi Wing, USA
Work Pants Slip-on Striped: Bob Barker
Gym T-shirts: Mimi Wing, USA
EVA Step-In Shoe: Bob Barker
Coveralls: Bob Barker
Men's Briefs: Bob Barker
Women's Briefs: Bob Barker
Sports Bras: Bob Barker
Sweatshirts: Bob Barker
Sheets: Bob Barker
Laundry Bags: Bob Barker
Spit Socks: Bob Barker
Watch Cap: Bob Barker



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael J. Lyons, Superintendent
Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 28, 2022

RE: RFB #2022-120 Inmate Clothing

I am in receipt of your recommendation to award the aforementioned to Mini Wing Health for the Gym T-Shirts and the remainder of the items to Bob Barker Company, Inc.

As Mini Wing Health and Bob Barker Company, Inc are the lowest responsible and responsive bidders for the Inmate Clothing, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

RFB #2022-120
 INMATE CLOTHING AND SHEETS
 ALBANY COUNTY CORRECTIONAL FACILITY

CUSTOMER REFERENCES SHEET

Bid Item/ No.	Facility	Address	Contact Person	Email	Telephone	Dates of Service
1. Work Shirts						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
2. Work Pants						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
3. Gym T Shirts						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years

RFB #2022-120
 INMATE CLOTHING AND SHEETS
 ALBANY COUNTY CORRECTIONAL FACILITY

CUSTOMER REFERENCES SHEET

Bid Item/ No.	Facility	Address	Contact Person	Email	Telephone	Dates of Service
4. EVA Shoe						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
5. Coveralls						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
6. Men's Briefs						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years

RFB #2022-120
 INMATE CLOTHING AND SHEETS
 ALBANY COUNTY CORRECTIONAL FACILITY

CUSTOMER REFERENCES SHEET

Bid Item/ No.	Facility	Address	Contact Person	Email	Telephone	Dates of Service
7. Women's Briefs						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
8. Sports Bras						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
9. Sweatshirts						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years

RFB #2022-120
 INMATE CLOTHING AND SHEETS
 ALBANY COUNTY CORRECTIONAL FACILITY

CUSTOMER REFERENCES SHEET

Bid Item/ No.	Facility	Address	Contact Person	Email	Telephone	Dates of Service
10. Brown Poplin Sheets						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
11. Laundry Bags						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
12. Spit Socks						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years
Inmate Supplies	Hamden County Jail	627 Randall Road Ludlow, MA 01056	Dave Smith	dave.smith@sdh.state.ma.us	413-858-0898	20+ years

RFB #2022-120
 INMATE CLOTHING AND SHEETS
 ALBANY COUNTY CORRECTIONAL FACILITY

CUSTOMER REFERENCES SHEET

Bid Item/ No.	Facility	Address	Contact Person	Email	Telephone	Dates of Service
13. Watch Cap						
Inmate Supplies	Wake County Sheriff's Dept.	PO Box 550 Raleigh, NC 27602	Kim Hake	kimberly.hake@wake.gov.com	919-856-5662	30+ years
Inmate Supplies	North Carolina D.O.C	200 Leagon Drive Raleigh, NC 27603	Pam Ward	pam.ward@doc.nc.us	919-662-4367	30+ years
Inmate Supplies	Allegheny County Jail	950 2nd Ave Pittsburgh, PA, 15219	Andrea Moore	andrea.moore@alleghenycounty.us	412-350-2021	20+ years

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Inmate Clothing**
Bid Number: **2022-120**

THIS BID IS SUBMITTED TO:

Pamela O'Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date none Number none

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Bid shall be addressed to:

_____ Rebecca Miller Contract Specialist _____
_____ rebeccamiller@bobbarker.com _____

Phone: _____ 919-346-2133 _____

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

**Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility**

Bid Proposal Form

**Item #1: Work Shirts, V Neck, Striped Fabric
Required Lead Time: 21 Days ARO**

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	2 Dozen	\$75.20	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
Medium	2 Dozen	\$75.20	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
Large	10 Dozen	\$75.20	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
X-Large	10 Dozen	\$75.20	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
2X-Large	10 Dozen	\$75.60	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
3X-Large	2 Dozen	\$81.78	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
4X-Large	2 Dozen	\$85.30	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
5X-Large	2 Dozen	\$85.30	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
6X-Large	2 Dozen	\$89.58	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes
8X-Large	2 Dozen	\$89.58	Bob Barker Company JZ-NPS-color-size	30-95 days ARO	yes

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #2A: Work Pants, Slip-On, Solid Fabric
Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	50 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
Medium	10 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
Large	10 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
X-Large	40 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
2X-Large	20 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
3X-Large	20 Dozen	\$99.72	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
4X-Large	15 Dozen	\$104.76	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
5X-Large	10 Dozen	\$107.76	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
6X-Large	5 Dozen	\$109.32	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue
8X-Large	2 Dozen	\$143.40	Bob Barker Company T(color)T-size	7-30 business days ARO	all colors available except royal blue

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #2B: Work Pants, Slip-On, Striped Fabric
Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	4 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
Medium	6 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
Large	8 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
X-Large	12 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
2X-Large	8 Dozen	\$94.68	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
3X-Large	8 Dozen	\$99.72	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
4X-Large	6 Dozen	\$104.76	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
5X-Large	5 Dozen	\$107.76	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
6X-Large	4 Dozen	\$109.32	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue
8X-Large	3 Dozen	\$143.40	Bob Barker Company T(color)T-size	7-30 business days ARO	yes, except royal blue

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #3: Gym T-Shirts
Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	5 Dozen	\$48.60	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
Medium	20 Dozen	\$48.60	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
Large	30 Dozen	\$48.60	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
X-Large	35 Dozen	\$48.60	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
2X-Large	5 Dozen	\$79.80	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
3X-Large	35 Dozen	\$97.80	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
4X-Large	10 Dozen	\$97.80	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
5X-Large	5 Dozen	\$97.80	Bob Barker Company ZBTS(color)-size	7-30 business days ARO	all colors available except khaki
6X-Large	2 Dozen	No Bid	No Bid	No Bid	No Bid
8X-Large	2 Dozen	No Bid	No Bid	No Bid	No Bid

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #4: EVA Step-In Shoe, With Ventilation Holes
Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small (5/6)	10 Dozen	\$51.60	Bob Barker Company FEVST35-OR-size	7-30 business days ARO	yes
Medium (7/8)	30 Dozen	\$51.60	Bob Barker Company FEVST35-OR-size	7-30 business days ARO	yes
Large (9/10)	30 Dozen	\$51.60	Bob Barker Company FEVST35-OR-size	7-30 business days ARO	yes
XL (11/12)	30 Dozen	\$51.60	Bob Barker Company FEVST35-OR-size	7-30 business days ARO	yes
2XL (13/14)	10 Dozen	\$51.60	Bob Barker Company FEVST35-OR-size	7-30 business days ARO	yes
3XL (15/16)	5 Dozen	\$51.60	Bob Barker Company FEVST35-OR-size	7-30 business days ARO	yes

BIDDER: Bob Barker Company Inc

**Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility**

Bid Proposal Form

**Item #5: Coveralls, Solid Fabric
Required Lead Time: 21 Days ARO**

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	2 Dozen	\$185.52	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
Medium	2 Dozen	\$185.52	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
Large	2 Dozen	\$185.52	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
X-Large	2 Dozen	\$185.52	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
2X-Large	2 Dozen	\$185.52	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
3X-Large	2 Dozen	\$200.64	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
4X-Large	2 Dozen	\$212.76	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
5X-Large	2 Dozen	\$224.40	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
6X-Large	2 Dozen	\$234.60	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
8X-Large	2 Dozen	\$261.36	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue
10X-Large	2 Dozen	\$276.84	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	all colors available except gold and royal blue

BIDDER: _____
Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #6: Men's Briefs
Required Lead Time: 14 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	10 Dozen	\$11.80	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
Medium	10 Dozen	\$11.80	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
Large	10 Dozen	\$12.19	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
X-Large	30 Dozen	\$13.25	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
2X-Large	35 Dozen	\$14.12	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
3X-Large	35 Dozen	\$15.13	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
4X-Large	2 Dozen	\$16.00	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
5X-Large	2 Dozen	\$16.00	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
6X-Large	2 Dozen	\$17.25	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
7X-Large	2 Dozen	\$17.25	Bob Barker Company EBRLS-size	7-30 business days ARO	yes
8X-Large	2 Dozen	\$17.25	Bob Barker Company EBRLS-size	7-30 business days ARO	yes

Item bid is cotton/poly blend and not 100% cotton

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #7: Women's Briefs
Required Lead Time: 14 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	15 Dozen	\$8.01	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
Medium	15 Dozen	\$8.01	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
Large	10 Dozen	\$9.71	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
X-Large	5 Dozen	\$9.71	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
2X-Large	5 Dozen	\$10.20	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
3X-Large	2 Dozen	\$10.93	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
4X-Large	2 Dozen	\$10.93	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
5X-Large	2 Dozen	\$10.93	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
6X-Large	2 Dozen	\$10.93	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
7X-Large	2 Dozen	\$10.93	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes
8X-Large	2 Dozen	\$10.93	Bob Barker Company ELBLCTN-size	7-30 business days ARO	yes

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #8: Sports Bras
Required Lead Time: 14 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Medium	10 Dozen	\$20.50	Bob Barker Company EBASPLS-size	7-30 business days ARO	yes
Large	15 Dozen	\$20.50	Bob Barker Company EBASPLS-size	7-30 business days ARO	yes
X-Large	15 Dozen	\$20.50	Bob Barker Company EBASPLS-size	7-30 business days ARO	yes
2X-Large	10 Dozen	\$20.50	Bob Barker Company EBASPLS-size	7-30 business days ARO	yes
3X-Large	2 Dozen	\$20.50	Bob Barker Company EBASPLS-size	7-30 business days ARO	yes
4X-Large	2 Dozen	\$20.50	Bob Barker Company EBASPLS-size	7-30 business days ARO	yes

BIDDER: Bob Barker Company Inc

Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility

Bid Proposal Form

Item #9: Sweatshirts

Required Lead Time: 21 Days ARO

Size	Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Are All Specified Color(s) Available?
Small	5 Dozen	\$82.32	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
Medium	5 Dozen	\$82.32	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange, bid
Large	10 Dozen	\$82.32	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
X-Large	10 Dozen	\$82.32	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
2X-Large	10 Dozen	\$86.16	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
3X-Large	5 Dozen	\$86.16	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
4X-Large	5 Dozen	\$91.92	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
5X-Large	5 Dozen	\$91.92	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
6X-Large	25 Dozen	\$97.80	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid
7X-Large	2 Dozen	No Bid	No Bid	No Bid	No Bid
8X-Large	2 Dozen	\$104.28	Bob Barker Company *see attached item spec sheet for item codes*	7-30 business days ARO	only Navy, Gray, Orange bid

BIDDER: Bob Barker Company Inc

**Request for Bids #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility**

Bid Proposal Form

Item #10: Brown Sheets, 4.5 Oz. Poplin
Required Lead Time: 30 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Sample Submitted?
66" x 104"	150 Dozen	\$51.25	Bob Barker Company SH66104BR	7-30 business days ARO	no

Item #11: Laundry Bags
Required Lead Time: 30 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Sample Submitted?
18" x 24"	75 Dozen	\$24.60	Bob Barker Company PZW1824	7-30 business days ARO	no

Item #12: Spit Socks
Required Lead Time: 30 Days ARO

Size	Est. Annual Purchase Quantity	Price Per Dozen	Manufacturer and Style Bid	Guaranteed Lead Time	Sample Submitted?
18" x 24"	10 Dozen	\$13.08	Bob Barker Company SS100	7-30 business days ARO	no

item is sold 50 eaches to a case

Item #13: Watch Cap
Required Lead Time: 30 Days ARO

Size	Est. Annual Purchase Quantity	Price Each	Manufacturer and Style Bid	Guaranteed Lead Time	Sample Submitted?
One Size	150 Each	\$14.85	Bob Barker Company 101K-OR	7-30 business days ARO	no

BIDDER: Bob Barker Company Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Inmate Clothing
Bid Number: 2022-120

COMPANY: Bob Barker Company Inc

ADDRESS: 7925 Purfoy Road

CITY, STATE, ZIP: Fuquay Varina, NC 27526

TEL. NO.: 800-334-9880

FAX NO.: 800-322-7537

FEDERAL TAX ID NO.: 56-1558062

REPRESENTATIVE: Rebecca Miller

E-MAIL: rebeccamiller@bobbarker.com

SIGNATURE AND TITLE Rebecca Miller Contract Specialist

DATE 10/04/2022

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

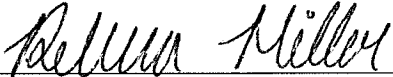
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

Contract Specialist

Title

Bob Barker Company Inc

Company Name

10/04/2022

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

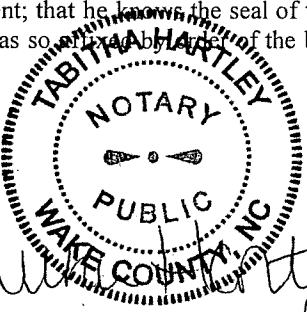
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF North Carolina)
COUNTY OF Wake) SS.:

On this 4th day of October, 20022, before me personally appeared Rebecca Miller to me known, who, being by me sworn, did say that he resides at (give address) Fuquay Varina, NC; that She is the (give title) Contract Specialist of the (name of corporation) Bob Barker Company Inc, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so executed by _____ of the board of directors of the corporation, and that he signed his name thereto by like order.



Rebecca Miller
Notary Public, State of North Carolina
Qualified in Wake County
Commission Expires 8.30.2023

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Bob Barker Company Inc		3. IDENTIFICATION NUMBERS a) FEIN # 56-1558062 b) DUNS # 05-852-5536	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Wake County		5. WEBSITE ADDRESS (if applicable) www.bobbarker.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 7925 Purfoy Road Fuquay Varina, NC 27526		7. TELEPHONE NUMBER 800-334-9880	8. FAX NUMBER 800-322-7537
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER N/A	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Rebecca Miller Title Contract Specialist Telephone Number 919-346-2133 Fax Number 800-322-7537 e-mail rebeccamiller@bobbarker.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Robert Barker Jr.	TITLE President	b) NAME Pat Barker	TITLE Vice President
c) NAME Nancy Johns	TITLE COO	d) NAME Bob Barker	TITLE CEO
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

Yes No

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

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

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 56-1558062

State of: North Carolina)
) ss:
County of: Wake)

CERTIFICATION:

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

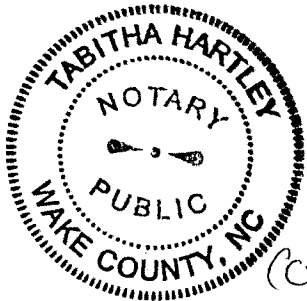
The undersigned certifies that he/she:

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

Name of Business Bob Barker Company Inc
Address 7925 Purfoy Road
City, State, Zip Fuquay Varina, NC 27526

Signature of Owner Nancy Johns
Printed Name of Signatory Nancy Johns
Title shareholder/owner
COO

Sworn before me this 4th day of October, 2022
Tabitha Hartley
Notary Public




Comm. exp
8.30.2023

Rebecca Miller
Printed Name
Rebecca Miller
Signature
10/04/2022
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Contract Specialist

Title

Bob Barker Company Inc

Company Name

10/04/2022

Date

Exhibit “1”

Albany County Resolutions

404-a (1997)

381 (2007)

RESOLUTION NO. 404-a(97)

DIRECTING THE ALBANY COUNTY PURCHASING AGENT TO EVALUATE SUPPLIERS OF CLOTHING AND TEXTILES TO DETERMINE THAT ALBANY COUNTY IS NOT PURCHASING CLOTHING AND TEXTILES PRODUCED BY SWEATSHOP LABOR

Introduced: 3/9/98

By Mr. Richardson, Ms. Maffia-Tobler and Audit and Finance Committee:

WHEREAS, There is a national effort to bring attention to the deplorable working conditions of workers, many of them children, who make clothing and textiles under sweatshop conditions for export to the United States of America, and

WHEREAS, Albany County purchases clothing and textiles for employees, nursing home residents, and inmates at the correctional facility, and

WHEREAS, The Capital District Labor-Religion Coalition is currently engaged in efforts to bring attention to the citizens of Albany County of child labor and sweatshop conditions through its campaign which aims to use social pressure to make wholesalers and retailers of clothing and textiles more accountable for working conditions and wages, and

WHEREAS, The Solidarity Committee of the Capital District/Jobs with Justice is soliciting signatures in Albany County for a petition calling for an end to child labor and sweatshop conditions, now, therefore be it

RESOLVED, That the Albany County Purchasing Agent shall develop and maintain a policy of evaluating producers and suppliers of clothing and textiles concerning the working conditions under which such products are manufactured to determine that Albany County is not purchasing clothing and textiles produced under sweatshop conditions. One method of evaluating the producers of clothing and textiles shall include consulting with established consumer advocate groups who monitor sweatshop conditions.

The following factors shall be used to qualify clothing and textiles as not being produced under sweatshop conditions:

Child Labor: The manufacturer does not employ production workers younger than the legal age for children to work in the country in which the workers are employed, and regardless of the legal age, does not employ production workers younger than age fifteen.

Forced Labor: The manufacturer does not use forced labor of any kind, including, but not limited to, indentured labor, and bonded labor.

Wages and Benefits: The manufacturer pays each production worker who works forty-eight hours per week a wage that enables such worker to meet basic needs for food, shelter, and clothing in the country in which the workers are employed. The manufacturer pays production workers premium pay for overtime as required by law in the country in which the workers are employed. The manufacturer provides production workers with all benefits required by law in the country in which the workers are employed.

Hours of Work: The manufacturer does not regularly require production workers to work more than forty-eight hours per week.

Worker Rights: Workers have the right to speak about working conditions without fear of retaliation. Production workers have the right to form labor unions of their own choosing without intimidation or retaliation.

Health and Safety: The manufacturer provides a healthy and safe working environment, and, be it further

RESOLVED, That the Albany County Purchasing Agent shall notify companies who supply Albany County with clothing and textiles of this policy, in writing, and inquire about the working conditions under which such goods are produced, and, be it further

RESOLVED, That the Albany County Purchasing Agent shall report his findings to the Legislative Audit and Finance Committee within 180 days of the passage of this resolution, 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. 3/9/98

RESOLUTION NO. 381

ESTABLISHING A COUNTY PURCHASING POLICY GIVING PRIORITY TO BIDDERS FOR APPAREL AND TEXTILES WHO COMPLY WITH CHILD LABOR, WAGE AND HOUR AND WORKPLACE SAFETY LAWS

Introduced: 9/10/07

By Mss. Maffia-Tobler, Connolly, Messrs. Shafer, Domalewicz, McCoy, Aidala, Aylward, Beston, Burke, Clay, Clenahan, Collins, Commisso, Cotrofeld, Dawson, Ethier, Gordon, Horstmyer, Houghtaling, Infante, Joyce, Mayo, Ms. McKnight, Messrs. Monjeau, Morse, Nichols, Reilly, Riddick, Steck, Ward, Mss. Wiley and Willingham:

WHEREAS, This Honorable Body believes Albany County should take steps to ensure that tax dollars do not subsidize sweatshops or manufacturers in this country or abroad who violate child labor laws, engage in unfair labor practices or subject workers to occupational hazards regarding the purchase of apparel or textiles, and

WHEREAS, This Honorable Body previously demonstrated its concern through approval of Resolution No. 404-a for 1997, directing the County Purchasing Agent to develop and maintain a policy of evaluating producers and suppliers of clothing and textiles concerning the working conditions under which the goods are manufactured to determine that Albany County does not purchase clothing and textiles produced under sweatshop conditions, and

WHEREAS, The State of New York has given municipalities authority under the State Finance law to incorporate language in bid specifications for the purchase of apparel or textiles that gives priority to bidders who provide documentation that the goods were manufactured in compliance with child labor, wage and hour and workplace safety laws, along with the identities or subcontractors and manufacturing plants, now, therefore be it

RESOLVED, That the County of Albany establishes a County purchasing policy giving priority to bidders for apparel and textiles who comply with child labor, wage and hour and workplace safety laws, and, be it further

RESOLVED, The definition for "apparel" or "textiles" shall mean all articles of clothing, cloth or goods produced by weaving, knitting or felting or any similar production processes for such articles, and, be it further

RESOLVED, That a statement shall be included in bid specifications that the County shall not enter into a contract to purchase apparel or textiles from a bidder unable or unwilling to provide documentation as part of its bid attesting that the goods were manufactured in compliance with all applicable labor and occupational safety laws; stating if known the name and address of each subcontractor utilized in the production of the goods and stating, if known, all manufacturing plants utilized by the bidder or subcontractor, and, be it further

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

Adopted by unanimous vote. 9/10/07



TriStitch® V-Neck Shirt, Stripe, No Pockets

JZ-NPS-[color]-[size]

ITEM #	JZ-NPS-[color]-[size]
DESCRIPTION	TriStitch® V-Neck Shirt, No Pockets
SIZES	S-10XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Black/White [BW], Orange/White [OW], Blue/White [BLW], Red/White [RW]
CONSTRUCTION	<ul style="list-style-type: none"> • Cut larger to fit a wide range of body types • Sides, inseam, sleeve seams, and shoulder seams sewn with 3 needle felling stitch • Non-binding V-neck collar • Raglan short sleeves circular hemmed with single needle lock stitching • Bottom circular hemmed with 1/2-inch finish double turned hem using single needle lock stitching • Reinforcing bar tacks at stress points
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	Ironclad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.2 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	<ul style="list-style-type: none"> • CTPAT certified manufacturing • GSA-approved (Contract # GS-07F-9141-S)
CASE PACK	6 per size
OTHER	<ul style="list-style-type: none"> • Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available

	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	7XL	8XL	9XL	10XL
Chest	45	48	51	54	57	61	65	69	73	77	81	85	89
Sleeve Length	11	11.5	12	14	15	16	17	18	19	20	21	22	23
Sleeve Opening	19	19	19	19	19	19.5	19.5	20	20.5	21	21.5	22	22.5
Sweep	43	47	49	52	56	60	64	68	72	76	80	84	88
Neck Circumference	26	26	26	27	27	28	29	29	29	30	30	31	31
Neck Drop	7.2	7.25	7.28	7.31	7.34	7.38	7.5	7.63	7.75	7.88	8	8.125	8.25
Neck Width	6.4	6.5	6.56	6.63	6.69	6.75	7	7.25	7.5	7.75	7.88	8	8.25
Center Back Width	26	27	28	30	31	31	32	32	32	32	32	32	32

NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density, equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)



TriStitch® Trousers T[color]T-[size]

ITEM #	T[color]T-[size]
DESCRIPTION	TriStitch® Trousers
SIZES	S-14XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Orange [O], Navy [N], White [W], Green [G], Red [R], Khaki [K], Postman Blue [PB], Yellow [Y], Hot Pink [PK], Lime Green [LG], Chocolate Brown [BR], Medium Gray [GY], Wine [WN]
CONSTRUCTION	<ul style="list-style-type: none"> • Cut larger to fit wide range of body types • Pull-on style with mock fly • Sides, inseam, sleeve seams, and rise seams sewn with 3 needle felling stitch • 1 ½ " W 26-gauge heavy duty elastic (with 165% stretch) is surged on with safety stitch and stitched down with 4 rows of expansion stitching • Legs are circular hemmed with single needle stitch • Reinforcing bar tacks at stress points • No pockets
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	IronClad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.25 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	<ul style="list-style-type: none"> • CTPAT certified manufacturing • Khaki, Navy, and Orange are GSA-approved (Contract # GS-07F-9141-S)
CASE PACK	6 per size
OTHER	<ul style="list-style-type: none"> • Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available



	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	7XL	8XL	9XL	10XL	12XL	14XL
Waist Relaxed	24	27	29	31	33	36	40	44	48	50	54	58	62	66	70
Waist Extended	38	41	44	47	50	54	58	62	66	70	74	78	82	86	90
Hip (6" from waist)	39	43	47	49	51	55	59	63	67	71	75	79	83	87	91
Front Rise	12	12.5	13	13.5	14	14.5	16	16.5	17	17.5	18	18.5	19	20.5	21
Leg Opening	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5	27.5	27.5	27.5
Inseam	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Back Rise	14	14.5	15	15.5	16	16.5	18	18.5	19	19.5	20	20.5	21	22.5	23

NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density, equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)



TriStitch® Striped Trousers T[color]T-[size]

ITEM #	T[color]T-[size]
DESCRIPTION	TriStitch® Striped Trousers
SIZES	S-8XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Black/White [BW], Blue/White [BLW], Green/White [GW], Orange/White [OW], Red/White [RW]
CONSTRUCTION	<ul style="list-style-type: none"> • Cut larger to fit wide range of body types • Pull-on style with mock fly • Sides, inseam, sleeve seams, and rise seams sewn with 3 needle felling stitch • 1 ½ " W 26-gauge heavy duty elastic (with 165% stretch) is surged on with safety stitch and stitched down with 4 rows of expansion stitching • Legs are circular hemmed with single needle stitch • Reinforcing bar tacks at stress points • No pockets
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	IronClad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.25 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	CTPAT certified manufacturing
CASE PACK	6 per size
OTHER	<ul style="list-style-type: none"> • Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available

	M	L	XL	2XL	3XL	4XL	5XL	6XL	8XL
Waist Relaxed	27	29	31	33	36	40	44	48	54
Waist Extended	41	44	47	50	54	58	62	66	74
Hip (6" from waist)	43	47	49	51	55	59	63	67	75
Front Rise	12.5	13	13.5	14	14.5	16	16.5	17	18
Leg Opening	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	25.5
Inseam	32	32	32	32	32	32	32	32	32
Back Rise	14.5	15	15.5	16	16.5	18	18.5	19	20

NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density, equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)



T-Shirt, 50/50 Blend, Heavyweight, Color

ZBTS(COLOR)-(SIZE)
ZBTSWH-(SIZE)

ITEM #(S)	ZBTS(COLOR)-(SIZE) & ZBTSWH-(SIZE)	
DESCRIPTION	T-Shirts, 50/50 Blend, Heavyweight, Color	
SIZE(S)	S-5XL	
MATERIAL(S)	50% cotton, 50% polyester	
Weight	5.5 oz	
COLOR(S)	<ul style="list-style-type: none"> • ZBTS(COLOR)-(SIZE): Multiple – See below • ZBTSWH-(SIZE): White 	
CONSTRUCTION	<ul style="list-style-type: none"> • Shoulder to Shoulder Tape • Crew Neck 	
STITCHING	<ul style="list-style-type: none"> • Double-needle cover stitched front neck • Double-needle stitched hemmed sleeves and bottom 	
PACKAGING	Wrapped in poly bags	
CARE INSTRUCTIONS	Machine warm wash. Tumble dry.	
CASE PACK	Standard Case: Sold by the Each	Master Case: None – Sold by the Each
COLOR OPTIONS	Ash, Azalea, Black, Charcoal Heather, Chocolate, Forest Green, Gold, Kelly Green, Light Blue, Lime, Maroon, Navy, Orange, Oxford Gray, Purple, Red, Royal Blue, Yellow	



EVA Step-In FEVST35-(color)-(size)

ITEM #	FEVST35-(color)-(size)	
COLOR	Black (BK), Orange (OR)	
DESCRIPTION	Strapless EVA Step-Ins	
SIZES	S-3XL	
CASE PACK	Selling UOM: PR, poly bag	Purchasing UOM: 12
MATERIAL(S)	<p>100% Ethyl Vinyl Acetate (EVA)</p> <p>Upper: Ventilated openings throughout the vamp</p> <p>Outsole: Slip-resistant EVA, extra thick</p> <p>Toe Bumper/Cap: Extra thick</p>	
CLEANING INSTRUCTIONS	<ol style="list-style-type: none"> 1. <u>Wash shoes in warm water</u> (no higher than 110 degrees Fahrenheit) <u>with a mild detergent</u>. DO NOT use heavy cleaning agents or disinfectants, such as bleach. Chemicals will cause EVA to harden and crack. 2. <u>Allow shoes to air dry</u>. DO NOT put in clothing dryer or other type of dryer with high heat. High heat will cause EVA to lose pliability and shrink multiple sizes. 	
CONSTRUCTION	Injection, 1 piece molded design	
PRIMARY COUNTRY OF ORIGIN	China	



TriStitch® Jumpsuit

ITEM #S	OJS-[size], 24212-[size], 24217-[size], 24218-[size], 24219-[size], 24220-[size], 24221-[size], 24223-[size], 24225-[size], 24226-[size], 24227-[size]
DESCRIPTION	TriStitch® Jumpsuit
SIZES	S-10XL
MATERIALS	65% polyester, 35% cotton twill
COLORS	Orange (OJS), Chocolate Brown (24221), Green (24220), Hot Pink (24226), Khaki (24218), Lime Green (24227), Medium Gray (24225), Navy (24212), Red (24217), Yellow (24223), White (24219)
CONSTRUCTION	<ul style="list-style-type: none"> • Raglan short sleeves • Elasticized waistband: 26-gauge, heavy duty elastic • Hemmed sleeves and bottoms • 6 solid brass, nickel plated snaps • One double needle stitched breast pocket • Color-coded woven size label • Reinforcing bar tacks at stress points • Hems are 1/2in wide, double folded and are finished with overlapping circular stitching
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD	Tex Size T-40, D-Core or equivalent thread is used on all interior and exterior seams and is color matched to the garment
TREATMENTS	IronClad® finish – includes CRF treatment [Crease & Soil Resistant]
PACKAGING	All garments are individually packaged in poly bags
WEIGHT	Fabric: 7.5 oz per yd
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	CTPAT certified manufacturing
CASE PACK	EA
OTHER	<ul style="list-style-type: none"> • Screen printed size label for easy sorting

NOTES**Other Fabric Specifications**

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

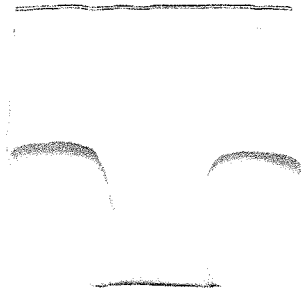
Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density,
equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F [boiling water]
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	46.3	Lockstitch [8 spi]



Bob Barker® Solid Color Briefs EBR[color]

ITEM #	EBR[color]-[size]	
DESCRIPTION	Bob Barker® Solid Color Briefs, Cotton/Poly Blend	
SIZES	EBRLS: S-10XL EBRG: S-4XL EBRO: S-3XL	
MATERIAL	60% cotton, 40% polyester	
COLOR	EBRLS: White EBRG: Olive Green EBRO: Orange	
CONSTRUCTION	<ul style="list-style-type: none"> • Knitted • Fly front • Latex-free elastic waistband 	
PACKAGING	One size and color per dozen, poly-bagged	
WEIGHT	Fabric weight: 4.5 oz/yd ² (153 gsm)	
PRIMARY COUNTRY OF ORIGIN	Bangladesh	
BRAND	Bob Barker®	
CARE INSTRUCTIONS	Machine wash warm. Tumble dry low.	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 120 EA
OTHER	Prices are in dozens.	



**Bob Barker
Women's Brief Style
Panties, White**

ELBLCTN-(SIZE)

ITEM #'s	ELBLCTN-(SIZE)	
DESCRIPTION	Bob Barker® Women's Brief Style Panties, 100% Cotton, White, Size	
SIZES	5-18	
MATERIAL	100% cotton	
COLOR(S)	White	
FEATURES	<ul style="list-style-type: none">• Generously Sized• Double Panel Crotch• Elastic waistband• Leg Bands For Proper Fit and Comfort	
PACKAGING	One size per dozen, poly-bagged in same size dozens	
PRIMARY COUNTRY OF ORIGIN	Bangladesh	
BRAND	Bob Barker®	
CARE INSTRUCTIONS	Machine wash warm. Tumble dry low.	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 25 Dozen Per MC



Sports Bra EBASPLS

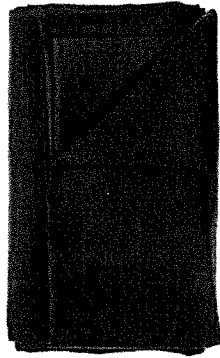
ITEM #	EBASPLS[size], GEBASPLSG[size], BREBASPLS-[size], OREBASPLS-[size]	
DESCRIPTION	Racerback sports bra	
SIZES	32-54	
MATERIAL	Cotton/polyester/spandex blend	
COLOR	White: EBASPLS Gray: GEBASPLSG Brown: BREBASPLS Orange: OREBASPLS	
FEATURES & BENEFITS	<ul style="list-style-type: none"> • Comfortable racerback style • Hookless pull-on styling • No metal hooks or eyelets • Wide, non-slip straps (no plastic) • Two-ply construction for added coverage • Strong dependability and support • 3/4in elastic bottom band for comfort and security 	
PACKAGING	12 EA per poly bag	
CARE INSTRUCTIONS	Machine wash with warm water, tumble dry low. Non-chlorine bleach only.	
CASE PACK	STANDARD CASE: 12 EA per size	MASTER CASE: Size 32-42: 144 EA Size 44-54: 120 EA



Crew Neck Sweatshirt

SS[color], SSCN[color],
ZSSCNRD

ITEM #S	SS[color]-[size], SSCN[color]-[size], ZSSCNRD-[size]	
DESCRIPTION	Crew neck long sleeve sweatshirt with reinforced construction	
SIZES	S-6XL, 8XL, 10XL	
MATERIALS	Cotton/polyester blend	
COLORS	<ul style="list-style-type: none"> • S-2XL: Ash Gray [GY], Black [BK], Orange [OR], Navy [NV], Red [RD] • 3XL-6XL, 8XL: Ash Gray [GY], Black [BK], Orange [OR], Navy [NV] • 10XL: Ash Gray [GY] 	
CONSTRUCTION	<ul style="list-style-type: none"> • Cover seamed neck • Ribbed collar, cuffs, and waistband 	
PACKAGING	Packaged in poly bags	
PRIMARY COUNTRIES OF ORIGIN	<ul style="list-style-type: none"> • Pakistan • Honduras (ZSSCNRD only) 	
CARE INSTRUCTIONS	Machine wash warm and tumble dry. No bleach.	
CASE PACK	STANDARD CASE: SS[color], ZSSCNRD: EA SSCN[color]: 12 EA per size per color	MASTER CASE: S-6XL: 24 EA 8XL-10XL: 12 EA
OTHER	<ul style="list-style-type: none"> • SS[color] are stock items and will ship directly from Bob Barker Company • ZSSCNRD is drop shipped directly from our manufacturer <ul style="list-style-type: none"> ○ Allow 2-3 weeks for delivery ○ Restocking charges may apply to returns • SSCN[color] are non-stock items and require up to 12 weeks for delivery <ul style="list-style-type: none"> ○ Must be ordered in increments of 12 EA per size per color • Gray shades may vary 	



Bob Barker® T-130 Flat Sheet

ITEM #s	ITEM #	SIZE	COLOR	WEIGHT/DZ	CASE QTY	MASTER CASE QTY
	SH5490N	54" x 90"	White	8.3 lbs	12	48
	SH5490ORN	54" x 90"	Orange	9.2 lbs	12	48
	SH5890NVN	58" x 90"	Navy	9 lbs	12	48
	SH5890BWN	58" x 90"	Brown	8.9 lbs	12	48
	SH66104L	66" x 104"	White	11.5 lbs	12	36
	SH66104BR	66" x 104"	Brown	12.2 lbs	12	36
	SH66115L	66" x 115"	White	13 lbs	12	36
DESCRIPTION	T-130 Flat Sheet, Standard Size					
SIZE	See table. Tolerance: +/- 5%					
MATERIALS	Polyester/cotton blend					
COLORS	See table.					
SPECIFICATIONS	<ul style="list-style-type: none"> • 130 thread count • 3/8" double turned hems • High quality, heavy duty cotton wrapped polyester thread 					
CARE INSTRUCTIONS	Machine wash in hot water. Tumble dry.					
PRIMARY COUNTRY OF ORIGIN	Pakistan					
CASE PACK	Case Qty: 12 ea				Master Case Qty: see table	



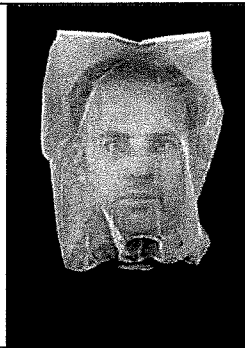
Premium Zippered Laundry Bag PZW1824/PZW2436

ITEM #S	PZW1824, PZW2436	
DESCRIPTION	Premium Zippered Laundry Bag	
SIZES	PZW1824: 18in x 24in PZW2436: 24in x 36in	
MATERIAL	100% polyester	
COLOR	White	
SPECIFICATIONS	<ul style="list-style-type: none">• Open mesh weave• Elastic insert prevents zipper from opening while washing• Heavy-duty 3 cord over-lock stitching• Non-absorbent material resists mildew• Complimentary sewn-in ID tag	
PACKAGING	Poly bags	
PRIMARY COUNTRY OF ORIGIN	China	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 48 EA

BobBarker[®]

P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



Spit Sock Hood

Style: SS100

<u>Item</u>	<u>Specification</u>
STYLE #	SS100
DESCRIPTION	The Stearns Wear Spit Sock Hood is a light weight; see through, protective mesh material. It is easy for the subject to breathe, but does not allow saliva to be projected to the outside. The Spit Sock Hood is fast and easy to use.
SPECIFICATIONS	<ul style="list-style-type: none">• Material: 100% Polyester with Elastic Elastic: polyester, acrylic, and rubber• Polyester: Approximately 32 inches around Approximately 18 inches long• Elastic: Approximately 17 inches long
Directions	Use the Spit Sock Hood by simply slipping it over the subject's face and head. This should be accomplished by at least two officers. One officer should observe the subject for the duration of its use. If any signs of medical distress are observed, the officer should remove the Spit Sock Hood, call for emergency medical help, and initiate first aid.
CASE PACK	The Spit Sock Hood should be used as a one use only disposable piece equipment. 50 per case



Acrylic Watch Cap

101K

ITEM #	101K-[color]	
DESCRIPTION	Acrylic Watch Cap	
SIZE	One size fits most	
MATERIAL	100% acrylic knit	
COLORS	Black [BK], Brown [BR], Gray [GY], Safety Green [SG], Navy [NV], Orange [OR]	
SPECIFICATIONS	<ul style="list-style-type: none">• Warm, high-bulk acrylic knit• Tight knit suitable for embroidery	
PACKAGING	12 cases per master case	
WEIGHT	0.4 lbs	
CARE INSTRUCTIONS	Machine wash. Line dry.	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 144 EA

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bob Barker Company, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 7925 Purfoy Rd.</p> <p>6 City, state, and ZIP code Fuquay-Varina, NC 27526</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	6	-	1	5	5	8	0	6	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 5-11-21
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**BOARD RESOLUTION OF BOB BARKER COMPANY, INC.
 BID SIGNING AUTHORITY - DULY PASSED ON FEBRUARY 16, 2021**

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

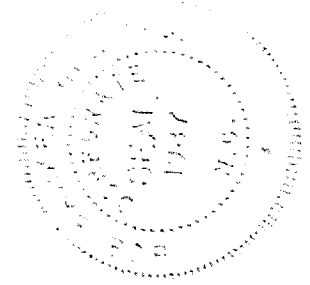
RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to execute, endorse and deliver bids obligating the company in agreements to furnish products and services at agreed upon prices and conditions

Betsy Copeland	<i>Betsy Copeland</i>
Bettina Morgan	<i>Bettina Morgan</i>
Brian Ernest	<i>Brian Ernest</i>
Dale Griffith	<i>Dale Griffith</i>
Erika Flynn	<i>Erika Flynn</i>
Jeff Osborne	<i>Jeff Osborne</i>
K. Nicole Myatt	<i>K. Nicole Myatt</i>
Kathryn Malcolm	<i>Kat Malcolm</i>
Kim Flowers	<i>Kim Flowers</i>
Laurette Couch	<i>Laurette Couch</i>
Melody Ballard	<i>Melody Ballard</i>
Rebecca Miller	<i>Rebecca Miller</i>
Robert J. Barker, Jr	<i>Robert J. Barker, Jr</i>
Robert J. Barker, Sr	<i>Robert J. Barker, Sr</i>
Ruchal Smith	<i>Ruchal Smith</i>
Ryan McNeill	<i>Ryan McNeill</i>
Sally Bryant	<i>Sally Bryant</i>
Sabrina Henner	<i>Sabrina Henner</i>
Shannon Pilkington	<i>Shannon Pilkington</i>
Tabitha Hartley	<i>Tabitha Hartley</i>
Taha Hsu	<i>Taha Hsu</i>
Irene Watson	<i>Irene Watson</i>

This resolution has been unanimously approved by the Board of Directors of Bob Barker Company, Inc. on February 16, 2021 in its quarterly meeting. We attest that this resolution has been duly recorded in the meeting minutes

Robert J. Barker, Sr
 Robert J. Barker, Sr
 Chairman of the Board of Directors

Patricia M. Barker
 Patricia M. Barker
 Secretary of the Board of Directors
 Seal:



**RFB #2022-120: Inmate Clothing and Sheets
Albany County Correctional Facility
Bid Tabulation**

**Item #1: Work Shirts, V Neck, Striped Fabric
Required Lead Time: 21 Days ARO**

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 75.20	30-95 days	No Bid	
Medium	\$ 75.20	30-95 days	No Bid	
Large	\$ 75.20	30-95 days	No Bid	
X-Large	\$ 75.20	30-95 days	No Bid	
2X-Large	\$ 75.20	30-95 days	No Bid	
3X-Large	\$ 81.78	30-95 days	No Bid	
4X-Large	\$ 85.30	30-95 days	No Bid	
5X-Large	\$ 85.30	30-95 days	No Bid	
6X-Large	\$ 89.58	30-95 days	No Bid	
8X-Large	\$ 89.58	30-95 days	No Bid	

Item #2A: Work Pants, Slip-On, Solid Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mimi Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 94.68	7-30 BD	\$ 75.00	
Medium	\$ 94.68	7-30 BD	\$ 75.00	
Large	\$ 94.68	7-30 BD	\$ 75.00	
X-Large	\$ 94.68	7-30 BD	\$ 75.00	
2X-Large	\$ 94.68	7-30 BD	\$ 78.00	
3X-Large	\$ 99.72	7-30 BD	\$ 80.00	
4X-Large	\$ 104.76	7-30 BD	\$ 84.00	
5X-Large	\$ 107.76	7-30 BD	\$ 88.00	
6X-Large	\$ 109.32	7-30 BD	\$ 92.00	
8X-Large	\$ 143.40	7-30 BD	\$ 96.00	

Item #2B: Work Pants, Slip-On, Striped Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 94.68	7-30 BD	No Bid	
Medium	\$ 94.68	7-30 BD	No Bid	
Large	\$ 94.68	7-30 BD	No Bid	
X-Large	\$ 94.68	7-30 BD	No Bid	
2X-Large	\$ 94.68	7-30 BD	No Bid	
3X-Large	\$ 99.72	7-30 BD	No Bid	
4X-Large	\$ 104.76	7-30 BD	No Bid	
5X-Large	\$ 107.76	7-30 BD	No Bid	
6X-Large	\$ 109.32	7-30 BD	No Bid	
8X-Large	\$ 143.40	7-30 BD	No Bid	

Item #3: Gym T-Shirts**Required Lead Time: 21 Days ARO**

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 48.60	7-30 BD	\$ 43.00	
Medium	\$ 48.60	7-30 BD	\$ 43.00	
Large	\$ 48.60	7-30 BD	\$ 43.00	
X-Large	\$ 48.60	7-30 BD	\$ 43.00	
2X-Large	\$ 79.80	7-30 BD	\$ 65.00	
3X-Large	\$ 97.80	7-30 BD	\$ 77.00	
4X-Large	\$ 97.80	7-30 BD	\$ 79.00	
5X-Large	\$ 97.80	7-30 BD	\$ 82.00	
6X-Large	No Bid		No Bid	
8X-Large	No Bid		No Bid	

Item #4: EVA Step-In Shoe, With Ventilation Holes

Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small (5/6)	\$ 51.60	7-30 BD	\$ 39.00	
Medium (7/8)	\$ 51.60	7-30 BD	\$ 39.00	
Large (9/10)	\$ 51.60	7-30 BD	\$ 39.00	
XL (11/12)	\$ 51.60	7-30 BD	\$ 39.00	
2XL (13/14)	\$ 51.60	7-30 BD	\$ 39.00	
3XL (15/16)	\$ 51.60	7-30 BD	\$ 39.00	

Item #5: Coveralls, Solid Fabric
Required Lead Time: 21 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 185.52	7-30 BD	No Bid	
Medium	\$ 185.52	7-30 BD	No Bid	
Large	\$ 185.52	7-30 BD	No Bid	
X-Large	\$ 185.52	7-30 BD	No Bid	
2X-Large	\$ 185.52	7-30 BD	No Bid	
3X-Large	\$ 200.64	7-30 BD	No Bid	
4X-Large	\$ 212.76	7-30 BD	No Bid	
5X-Large	\$ 224.40	7-30 BD	No Bid	
6X-Large	\$ 234.60	7-30 BD	No Bid	
8X-Large	\$ 261.36	7-30 BD	No Bid	
10X-Large	\$ 276.84	7-30 BD	No Bid	

Item #6: Men's Briefs

Required Lead Time: 14 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 11.80	7-30 BD	No Bid	
Medium	\$ 11.80	7-30 BD	No Bid	
Large	\$ 12.19	7-30 BD	No Bid	
X-Large	\$ 13.25	7-30 BD	No Bid	
2X-Large	\$ 14.12	7-30 BD	No Bid	
3X-Large	\$ 15.13	7-30 BD	No Bid	
4X-Large	\$ 16.00	7-30 BD	No Bid	
5X-Large	\$ 16.00	7-30 BD	No Bid	
6X-Large	\$ 17.25	7-30 BD	No Bid	
7X-Large	\$ 17.25	7-30 BD	No Bid	
8X-Large	\$ 17.25	7-30 BD	No Bid	

Item #7: Women's Briefs**Required Lead Time: 14 Days ARO**

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 8.01	7-30 BD	No Bid	
Medium	\$ 8.01	7-30 BD	No Bid	
Large	\$ 9.71	7-30 BD	No Bid	
X-Large	\$ 9.71	7-30 BD	No Bid	
2X-Large	\$ 10.20	7-30 BD	No Bid	
3X-Large	\$ 10.93	7-30 BD	No Bid	
4X-Large	\$ 10.93	7-30 BD	No Bid	
5X-Large	\$ 10.93	7-30 BD	No Bid	
6X-Large	\$ 10.93	7-30 BD	No Bid	
7X-Large	\$ 10.93	7-30 BD	No Bid	
8X-Large	\$ 10.93	7-30 BD	No Bid	

Item #8: Sports Bras

Required Lead Time: 14 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Medium	\$ 20.50	7-30 BD	No Bid	
Large	\$ 20.50	7-30 BD	No Bid	
X-Large	\$ 20.50	7-30 BD	No Bid	
2X-Large	\$ 20.50	7-30 BD	No Bid	
3X-Large	\$ 20.50	7-30 BD	No Bid	
4X-Large	\$ 20.50	7-30 BD	No Bid	

Item #9: Sweatshirts**Required Lead Time: 21 Days ARO**

Vendor	Bob Barker Co.		Mini Wing, USA	
	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
Small	\$ 82.32	7-30 BD	No Bid	
Medium	\$ 82.32	7-30 BD	No Bid	
Large	\$ 82.32	7-30 BD	No Bid	
X-Large	\$ 82.32	7-30 BD	No Bid	
2X-Large	\$ 86.16	7-30 BD	No Bid	
3X-Large	\$ 86.16	7-30 BD	No Bid	
4X-Large	\$ 91.92	7-30 BD	No Bid	
5X-Large	\$ 91.92	7-30 BD	No Bid	
6X-Large	\$ 97.80	7-30 BD	No Bid	
7X-Large	No Bid		No Bid	
8X-Large	\$ 104.28	7-30 BD	No Bid	

Item #10: Brown Sheets, 4.5 Oz. Poplin

Required Lead Time: 30 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
66" x 104"	\$ 51.25	7-30 BD	No Bid	

Item #11: Laundry Bags

Required Lead Time: 30 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
18" x 24"	\$ 24.60	7-30 BD	No Bid	

Item #12: Spit Socks

Required Lead Time: 30 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
18" x 24"	\$ 13.08	7-30 BD	No Bid	

Item #13: Watch Cap

Required Lead Time: 30 Days ARO

Vendor	Bob Barker Co.		Mini Wing, USA	
Size	Price Per Dozen	Lead Time	Price Per Dozen	Lead Time
One Size	\$ 14.85	7-30 BD	No Bid	

Albany County Request for Contract Approval

Contract #	2022-663
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	A3140 - Probation
Date Submitted	Monday, November 21, 2022
Contact Person	Connors, William (Probation Dept)
Contact Phone	1 (518) 487-5194
Vendor Info	Satellite Tracking of People, LLC PO Box 639098, Cincinnati, Ohio 45263-9098
Estimated Amount	\$90,000.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	Authorization is requested to renew a contract with Satellite Tracking of People, LLC, to provide Global Position System services to the Probation Department. Albany County Probation has maintained an electronic monitoring services program since 2003 to Probationers who were identified as higher risk to recidivate. In 2018, New York State passed new laws, removing 16/17-year-old youth from the Adult Criminal System. This Legislation, entitled Raise the Age, also created a new Youth Court. The Legislation allows the Court to place youth on GPS and refer to the Probation Department for monitoring as an alternative to detention. In 2020, New York State passed Bail Reform Legislation. Bail Reform allows Courts to release defendants under non-monetary conditions. This allows courts to order enhanced Pre Trial Release, including electronic monitoring. Albany County Probation provides Pre Trial Services to all Courts in Albany County having been identified as the Pre Trial Agency. This contract will allow services of electronic monitoring to be available as ordered by Courts in Albany County. Satellite Tracking of People, LLC is authorized under New York State Contract at a rate of \$3.08 per day for this service.
Budget Line Item	AA3140 - 44046 - - -
Fiscal Impact	County: 72.00% State: 28.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

DANIEL P. MCCOY
County Executive

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

November 18, 2022

Albany Contract Board:

Hon. Daniel P. McCoy, County Executive
112 State Street, Room 1200
Albany, NY 12207

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

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: Satellite Tracking of People Contract

Dear Sirs:

Authorization is requested to contract with Satellite Tracking of People, LLC, to provide Global Position System services to the Probation Department.

Albany County Probation has maintained an electronic monitoring services program since 2003 to Probationers who were identified as higher risk to recidivate.

In 2018, New York State passed new laws, removing 16/17-year-old youth from the Adult Criminal System. This Legislation, entitled Raise the Age, also created a new Youth Court. The Legislation allows the Court to place youth on GPS and refer to the Probation Department for monitoring as an alternative to detention.

In 2020, New York State passed Bail Reform Legislation. Bail Reform allows Courts to release defendants under non-monetary conditions. This allows courts to order enhanced Pre Trial Release, including electronic monitoring. Albany County Probation provides Pre Trial Services to all Courts in Albany County having been identified as the Pre Trial Agency. This contract will allow services of

electronic monitoring to be available as ordered by Courts in Albany County. Satellite Tracking of People, LLC is authorized under New York State Contract at a rate of \$3.08 per day for this service.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "William Connors". The signature is written in a cursive style with a long horizontal flourish at the end.

William Connors
Director

WC/km



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: William Connors, Director
Probation Department

FROM: Pamela O Neill
Purchasing Agent

Pamela

DATE: December 1, 2022

RE: NYS Contract

I am in receipt of your recommendation to Satellite Tracking of People, LLC

As Satellite Tracking of People, LLC has a current award under New York State Contract Group#38235, Award #22916, PC 66893, I approve your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.



COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycountv.com

DANIEL P. MCCOY
County Executive

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL O'CONNOR
Principal Probation Officer

TO: Pamela O'Neill, Albany County Purchasing

FROM: William Connors, Probation Director *WCC*

DATE: December 1, 2022

RE: Satellite Tracking of People, LLC

The Probation Department will be seeking a new contract with Satellite Tracking of People, LLC in 2023 to provide Global Position System Ankle Bracelets to the Probation Department to monitor offenders under Court Order.

The vendor Satellite Tracking of People, LLC is under New York State contract. Our current contract is with this company and we feel comfortable with the service they provide. Would you review and provide letter of concurrence.

Thank you for your assistance.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND SATELLITE TRACKING OF PEOPLE LLC
FOR THE ELECTRONIC MONITORING OF
PROBATION OFFENDERS

Contract No. 6670 of 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and Satellite Tracking of People, LLC., with a principal place of business located at PO Box 639098, Cincinnati, Ohio 45263-9098 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the County has a need for electronic monitoring of probation offenders within Albany County; and

WHEREAS, the County, has requested quotes for electronic monitoring services utilizing the New York State mini-bid process as written by the New York State Office of General Services Procurement Group and denominated as Group Award Notification Group #38235, Award Number PGB 22916, Contract Period June 26, 2015 (Revised October 26, 2021) through May 31, 2023 (hereinafter called the "State mini-bid process"), said quotes having been gathered by the Albany County Probation Department (hereinafter called the "Probation") and denominated as Contract WMBE PC66893 (hereinafter called the "Quote") and

WHEREAS, Contractor has been identified as a qualified service provider of electronic monitoring services pursuant to the State mini-bid process; and

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

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: 1) this Agreement; 2) the Quote, 3) the State Mini-Bid Process.
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to resolve such discrepancy, disagreement or ambiguity: 1) the State Mini-Bid Process 2) The Quote 3) this Agreement.

ARTICLE 2. SCOPE OF SERVICES

Contractor shall provide satellite monitoring and remote tracking services for individuals subject to electronic monitoring by Probation via a radio-frequency continuous signaling electronic monitoring service. This Agreement anticipates a cost of \$3.08/day for the aforementioned services.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and Contractor agrees to accept, an amount not to exceed NINETY THOUSAND AND 00/100 (\$90,000.00) DOLLARS as full compensation for all services rendered under this Agreement.

3.2 The County shall not be liable for any expense incurred by Contractor as a consequence of any traffic infraction or parking violations attributable to employees of Contractor.

3.3 Contractor agrees that the Bid includes, but is not necessarily limited to, all labor; all material and supplies; all emergency work and special requests; all administrative, reporting or other requirements; all overhead costs and profit, and that it also includes all travel costs; parking fees; and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of services not explicitly stated in the specifications, but necessarily attendant thereto, are deemed to be understood by Contractor and included herein.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County on a monthly basis upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2022 and shall continue in effect until December 31, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 Should the County find that the quality of services being performed is not satisfactory, and that the requirements and specifications are not being met, the County may terminate this Agreement and employ another contractor to fulfill the contract. The existing Contractor shall be liable to the County of Albany for costs incurred on account thereof.

6.2 This Agreement may be terminated by Contractor if the County is substantially in breach of it.

ARTICLE 7. ASSIGNMENT

7.1 Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 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 relative to this Agreement in the possession of the County or in the possession of 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 representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor agrees that neither it nor any of 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. RELATIONSHIP

Contractor is, and shall 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 employees and agents of Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the County, its employees, and its agents from and against all claims, costs, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent act or intentional act

or omission of Contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 13. 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 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 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany County, New York.

ARTICLE 15. RECORDS

15.1 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.

15.2 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.

15.3 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 16. INSURANCE

16.1 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 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. Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until Contractor has delivered the Certificates of Insurance to the County. Upon failure of 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 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. 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. PREVAILING WAGE RATES AND SUPPLEMENTS

Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by Contractor in the provision of the services required under this Agreement. Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

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 Contractor.

ARTICLE 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. COMPLIANCE WITH MacBRIDE PRINCIPLES

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 section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring Contractor in default and/or seeking debarment or suspension of Contractor.

ARTICLE 24. NON-INTERRUPTION OF WORK

Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 25. EXTRA WORK

If 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, 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 Contractor on a negotiated basis.

ARTICLE 26. MISCELLANEOUS PROVISIONS

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

26.2 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.

26.3 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.

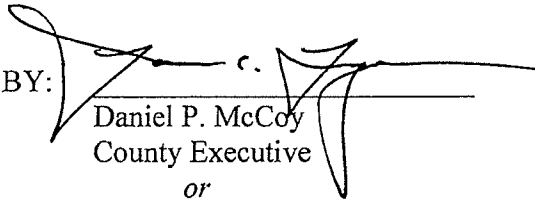
26.4 The County shall bear no responsibility other than that set forth in this Agreement.

26.5 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, at the addresses for the representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

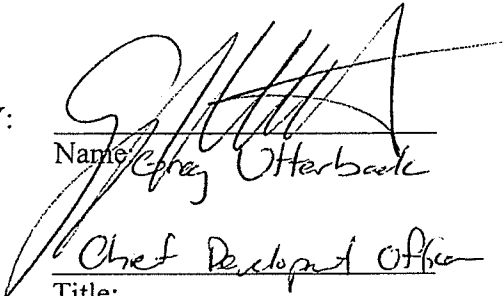
DATED: 1/13/2022

BY: 

Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

SATELLITE MONITORING OF PEOPLE, LLC

DATED: 12/21/2021

BY: 

Name: Gregory Otterbade

Title: Chief Development Officer

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, 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 13th day of January, 2021, 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.

Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

Texas
STATE OF ~~NEW YORK~~)
COUNTY OF Harris) SS.:

On the 21 day of December, 2021, before me, the undersigned, personally appeared Greg Utterback, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SCHEDULE "A"

INSURANCE COVERAGE

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

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

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

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

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.

Albany County Request for Contract Approval

Contract # 2022-705
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type S) Sole Source (please attach sole source letter)
Department A3140 - Probation
Date Submitted Tuesday, December 13, 2022
Contact Person Connors, William (Probation Dept)
Contact Phone 1 (518) 487-5194
Vendor Info AutoMon, LLC
3025 windward Plaza, Ste 200, Alpharetta, GA 30005
Estimated Amount \$32,283.22
Estimated Term 1/14/2023 to 1/14/2024
Scope of Services Software agreement providing technical support services to assist in the on-going use of software, repair and provide updates to enhance and improve Caseload Explorer which the Probation Department uses for all Probation matters.
Budget Line Item AA3140 - 44041 - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed? N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200

FAX: (518) 487-5204

www.albanycounty.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

DANIEL P. MCCOY
County Executive

December 13, 2022

Albany Contract Board:

Hon. Daniel P. McCoy, County Executive
112 State Street, Room 1200
Albany, NY 12207

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

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: AutoMon Maintenance Agreement

Dear Sirs:

Authorization is requested to enter into a software agreement with AutoMon, LLC, to provide maintenance for Caseload Explorer which is installed at the Probation Department as the Probation case management system.

Albany County Probation has maintained an electronic case management system for several years with AutoMon providing the service.

The term of agreement is for twelve consecutive months, expiring January 14, 2023. AutoMon is the sole provider of this specialized software for Probation functions.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km

SOFTWARE MAINTENANCE AGREEMENT

Customer: Albany County Probation Department

AutoMon, LLC ("Licensor"), 3025 Windward Plaza, Ste 200, Alpharetta, GA 30005, is pleased to enter into a Software Maintenance Agreement with the Customer indicated above for Caseload Explorer software locally installed at the Customer site.

1. Technical Support Services. "Technical Support Services" shall mean the providing Licensor's technical expertise to assist the Customer in the on-going use of the licensed software, repair of software errors and provide software updates to enhance and improve Caseload Explorer and any local interfaces supported by Licensor. These Technical Support Services shall be provided consistent with the terms and conditions set forth in the Software Maintenance Services Customer Handbook, Version 6.2, dated May 29, 2019, or its successor, a copy of which is attached hereto. Customer must maintain and provide, consistent with County security policies, access to Licensor's personnel via secure high-speed remote access connection. Support services will be provided remotely by telephone or online at Licensor's option.
2. Term of Agreement. The term of this Software Maintenance Agreement shall commence upon the effective date of this Agreement and shall remain in force for a term of twelve (12) consecutive months, expiring Jan. 14, 2024. This Agreement may be extended by mutual written agreement of the parties.
3. Maintenance and Support Fee for Term. The Customer shall pay the sum of **\$32,283.22** (\$5,298.34 base plus \$259.47 for each of the 104 actual or registered users) to the Licensor for Caseload Explorer Software.
4. Effective Date. Jan. 15, 2023
5. Payment. Payment will be made only to the extent funds have been appropriated and are available for the purposes of this contract and no liability on account thereof shall be incurred by the County beyond the amount of such funds.

**Albany County Probation Department
(Customer)**

**AutoMon, LLC
(Licensor)**

By _____
Its Authorized Representative:

By _____
Its Authorized Representative:

Date: _____

Date: _____



December 12, 2022

William Connors
Probation Director
Albany County Probation Department
60 South Pearl Street
Albany, NY 12207-2197

Re: Sole Source Letter respecting Caseload Explorer and Ce Connect Products

Dear William,

AutoMon, LLC, is a Limited Liability Company whose headquarters are located at 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005

AutoMon, LLC is the only authorized seller of Caseload Explorer and Ce Connect suite of software products. Further, AutoMon is the only firm authorized to provide technical services related to these products, including installation, customization, configuration, support and maintenance.

Please feel free to contact us with any questions.

Sincerely,

Scot Asher
Vice President, Sales & Marketing
AutoMon LLC
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005
SAsher@automon.com
Direct: (480) 368-8555



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL O'CONNOR
Principal Probation Officer

DANIEL P. MCCOY
County Executive

TO: Pamela O'Neill, Albany County Purchasing

FROM: William Connors, Probation Director *WCC*

DATE: December 12, 2022

RE: AutoMon Maintenance Agreement

The Probation Department will be seeking a new software maintenance agreement with AutoMon LLC in 2023 to provide technical support of the Caseload Explorer System.

The vendor AutoMon has been providing this service to the Probation Department for several years. They are the only provider of this system. AutoMon has provided a sole source letter. Could you review and provide a concurrence letter.

Thank you for your assistance.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: William Connors, Director
Probation Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 13, 2022

RE: Sole Source-AutoMon LLC

I am in receipt of your recommendation to award as a sole source to AutoMon LLC.

I have reviewed your recommendation along with the sole source documentation for AutoMon LLC, as AutoMon LLC is the only provider of the current system and therefore technical support services and maintenance is considered proprietary I approve your sole source.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

Albany County Request for Contract Approval

Contract #	2022-679
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A4010 - Health
Date Submitted	Friday, December 02, 2022
Contact Person	Morin, Maegan
Contact Phone	1 (518) 447-4587
Vendor Info	MVP 220 Alexander Street, Rochester, NY 14607-4002
Estimated Amount	\$75,000.00
Estimated Term	1/1/2023 to 12/31/2027
Scope of Services	To process claims for clinic services to MVP Health Plan Inc and receipt revenue.
Budget Line Item	AA4010 - - - -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: December 6, 2022

RE: MVP

Albany County DOH is requesting to renew our contract with MVP to act as an ancillary provider.

As an MVP ancillary provider, ACDOH will be reimbursed for all clinic services provided to MVP insured individuals. This contract will be necessary to seek reimbursement through Medicaid, Medicare and Commercial Plans with MVP.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.

ANCILLARY PROVIDER AGREEMENT

Between

MVP HEALTH PLAN, INC., MVP SELECT CARE, INC.,

MVP AFFILIATES

And

The County of Albany

Contract No. 4247 of 2018

THIS AGREEMENT, effective as of the date written on the signature page of this Agreement (“Effective Date”), is by and between MVP Health Plan, Inc., a New York corporation organized as a health maintenance organization pursuant to Article 44 of the Public Health Law of the State of New York, MVP Select Care, Inc., a New York corporation arranging for the provision of administrative services and all MVP Affiliates (as defined herein) (each hereinafter referred to as “MVP”) AND **The County of Albany (acting on behalf of the (Albany County Department of Health, hereinafter referred to as “Ancillary Provider”)**).

W I T N E S S E T H

WHEREAS, MVP provides benefits for the provision of Covered Services to Members;
and

WHEREAS, Ancillary Provider desires to provide certain Covered Services to Members under the terms set forth herein; and

WHEREAS, MVP and Ancillary Provider mutually desire to preserve and enhance patient dignity; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and the exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. Definitions.

In addition to the terms defined hereinabove, as used in this Agreement, the following terms (and the plural thereof, when appropriate) shall have the following meanings:

- 1.1 “Agreement”: means this Ancillary Provider Agreement and any attachments, exhibits, schedules, appendices and amendments hereto.

- 1.2 “Ancillary Provider Services”: means those Medically Necessary services described or set forth in Schedule A, which are Covered Services, and which are provided in accordance with this Agreement.
- 1.3 “Clean Claim”: means a paper or electronic claim that is accurate (i.e., contains no erroneous or conflicting information), and contains all necessary data for processing, including but not limited to: provider name and address, provider tax identification number, Ancillary Provider’s NPI number, Member name, MVP Member identification number, patient name, patient date of birth, other insurance, date(s) of service, ordering physician, and amount charged. A clean claim shall further include an appropriate billing code as provided in Schedule B hereof, and shall be submitted in accordance with any billing instructions set forth therein or otherwise in any MVP Protocol. MVP does not require condition codes, but MVP may request condition codes to process specific claims. MVP shall only require Coordination of Benefit (“COB”) data for claims where MVP is the secondary payer. For electronic claims, MVP’s requirements shall comply with the Health Insurance Portability and Accountability Act (“HIPAA”).
- 1.4 “Coinsurance”: means a cost sharing arrangement in which Members are required to pay a specified percentage of Ancillary Provider's fee for Covered Services directly to Ancillary Provider. Coinsurance levels or amounts are set forth in the applicable Member’s Subscriber Contract.
- 1.5 “Copayment”: means a charge for Covered Services not covered by premiums, paid by or on behalf of Members directly to Ancillary Provider at the time such services are rendered. Copayment amounts are set forth in the applicable Member’s MVP Subscriber Contract.
- 1.6 “Covered Services”: means Medically Necessary health care services that are authorized for payment under the applicable Member's Subscriber Contract. MVP maintains Protocols to aid in the determination of whether a service is a Covered Service.
- 1.7 “Deductible”: means a cost sharing arrangement in which Members must pay a specified amount for Covered Services before MVP is required to make payment for such services. Deductible levels or amounts are set forth in the applicable Member’s Subscriber Contract.
- 1.8 “Medical Emergency”: shall have the meaning set forth in the applicable Member’s Subscriber Contract.
- 1.9 “Medically Necessary” or “Medical Necessity”: shall have the meaning set forth in the applicable Member’s Subscriber Contract. MVP maintains Protocols to aid in the determination of whether a service is Medically Necessary.
- 1.10 “Member”: means (i) any individual who is eligible to receive benefits for Covered Services from MVP pursuant to the terms of a Subscriber Contract and (ii) any individual who is eligible to receive benefits for Covered Services through a self-funded plan for which MVP provides administrative services.

1.11 “MVP Affiliates”: means the following direct or indirect subsidiary of MVP Health Care, Inc., each of which is a licensed or certified insurer, health services corporation, health maintenance organization or entity similarly licensed or certified in any state:

(a) MVP Health Insurance Company, a New York State organization licensed as an accident and health insurer pursuant to New York State Insurance Law Article 42;

(b) MVP Health Services Corp., a New York State Not-For-Profit Corporation licensed as a health services corporation pursuant to New York State Insurance Law Article 43;

(c) MVP Health Insurance Company of New Hampshire, Inc., a New Hampshire corporation licensed as an accident and health insurer pursuant to the New Hampshire Revised Statutes Annotated (RSA) Chapter 402;

MVP will provide thirty (30) days’ prior written notice of any changes to the list of MVP Affiliates above or the addition of any new MVP Affiliate as a party to the Agreement, provided that such notice may be given through MVP’s provider newsletter or similar communication. Such notice shall not be considered an Amendment hereunder.

1.12 “Participating Provider”: means a physician, hospital, health professional, vendor or facility that has entered into an agreement with MVP to provide Covered Services to Members.

1.13 “Plan”: means the health benefit plans, now existing or hereafter offered or administered by MVP, including without limitation any individual, or small or large group commercial health benefit plans, any Qualified Health Plans (QHPs), any administrative services only plans, any Medicare Advantage health benefit plans, any Essential Plan (EP) health benefit plans and, any health benefit plans through Medicaid Managed Care, Child Health Plus (CHP), or Health and Recovery Plan (HARP) programs or any other state or local health benefit program; provided. Plans may be modified from time to time in MVP’s sole discretion, subject to applicable regulatory approval; provided that each self-funded group retains the authority and sole discretion to amend or terminate its Plan at any time. Neither the modification of a Plan or the introduction or termination of a Plan shall be deemed an amendment, as such term is used in Section 9.3 of this Agreement.

1.14 “Protocols”: means any and all standards, policies and procedures set forth in this Agreement, a Provider Resource Manual, Utilization Management Policy Guide, Credentialing Policy, Benefit Interpretation manual or similar document or otherwise set forth in writing by MVP and made available to Ancillary Provider at any time during the term of this Agreement.

1.15 “Service Area”: means the Geographic Coverage Area as set forth, where applicable, under Schedule C attached hereto.

- 1.16 “Subscriber Contract”: means any contract, certificate, policy, plan document or any other legally enforceable HMO or insurance instrument and amendment or rider thereto issued or administered by MVP, under which a Member may receive Covered Services or reimbursement for Covered Services. Subscriber Contract also means any summary plan description or similar document, and any amendment thereto, administered on behalf of a self-funded group under which a Member may receive Covered Services or reimbursement for Covered Services.
- 1.17 “Utilization Review”: means the criteria and procedures by which the Medical Necessity of treatment is determined.

ARTICLE 2. Representations and Warranties

2.1 Licensure.

- 2.1.1 Ancillary Provider represents and warrants that it holds and shall maintain all licenses, certificates, registrations and permits required by law to provide Ancillary Provider Services to Members and that such licenses, certificates, registrations and permits are in full force and effect and are in no way restricted or limited. Ancillary Provider shall notify MVP immediately, in writing, of any revocation suspensions, modification, restriction or other change in status of any such licensing, certification registration or permit.
- 2.1.2 Ancillary Provider represents and warrants that its employees and others providing Ancillary Provider Services to Members are properly licensed, certified, registered or permitted as required by law to provide such services and that such persons shall comply with the terms of this Agreement. It is expressly understood that Ancillary Provider is obligated to ensure such licensure, certification, registration, permits and compliance. Ancillary Provider shall furnish to MVP evidence of such licensure, certification, registration and permits as MVP may request.
- 2.1.3 Ancillary Provider represents and warrants that it is not now and has not been subject to any revocation, termination, denial or voluntary relinquishing of any license, certificate, registration or permit necessary for providing Ancillary Provider Services or to participate in any state or federal health care program.
- 2.1.4 Ancillary Provider shall notify MVP immediately in writing of (i) any revocation, suspension, modification, restriction or other change in status of any accreditation, licensing, certification or permit and (ii) any imposition of sanctions under a federal or state health care program.

ARTICLE 3. Ancillary Provider Services.

- 3.1 Ancillary Provider Services. Ancillary Provider agrees to furnish Ancillary Provider Services to Members, as set forth in Schedule A, on the terms and conditions set forth in this Agreement. Ancillary Provider shall render Ancillary Provider Services to Members in accordance with Protocols, or as required by law. Ancillary Provider shall be responsible for Member eligibility and benefit verification prior to performing Ancillary Provider Services. Ancillary Provider shall be solely responsible for all medical advice and treatment rendered by Ancillary Provider and its employees, agents and contractors to members and for reasonably ensuring that any Ancillary Provider Services provided pursuant to this Agreement complies with all applicable provisions of federal and state laws and regulations, provided however that nothing in this paragraph shall be deemed to relieve MVP of its duties and responsibilities pursuant to this Agreement.
- 3.2 Eligibility Verification. Except in the case of a Medical Emergency, Ancillary Provider shall use a mechanism established by MVP, including identification card, on-line service or telephone, to confirm a Member's eligibility prior to furnishing any Covered Services. In the event of a Medical Emergency, Ancillary Provider shall verify eligibility at the first available opportunity.
- 3.3 Standard of Care. Ancillary Provider shall render Ancillary Provider Services in a manner consistent with the applicable standard of care for services Ancillary Provider is providing and in accordance with all applicable Protocols, laws and regulations.
- 3.4 Non-Discrimination. Ancillary Provider shall provide Ancillary Provider Services to all Members in a manner similar to the manner in which Ancillary Provider provides services to other patients, and shall not discriminate in the acceptance of Members as patients, or treatment of Members on the basis of source of payment, race, color, creed, national origin, ancestry, religion, sex, marital status, sexual orientation, disability, veteran status, age, or type of illness or condition.
- 3.5 Cooperation with MVP. Ancillary Provider agrees to cooperate with MVP in providing Ancillary Provider Services to Members in a cost-effective manner, which is consistent with the terms of this Agreement. Ancillary Provider further agrees to take all acts or actions necessary to permit compliance by MVP with applicable law and the standards of regulatory and other external review agencies, such as the National Committee for Quality Accreditation ("NCQA").
- 3.6 Compliance with MVP Protocols. Ancillary Provider shall cooperate with and be bound to and abide by MVP's Protocols including, but not limited to MVP's quality improvement program, credentialing process, peer review systems, Member grievance system and utilization management program. MVP and Ancillary Provider shall further work together to correct any deficiencies in the quality of Covered Services as may be indicated by MVP's quality improvement program. Ancillary Provider understands that:
- 3.6.1 Utilization Review decisions made by MVP are made for the purposes of determining whether services are Medically Necessary Covered Services.

- 3.6.2 All utilization management decisions to be made by MVP shall be based solely on the medical appropriateness of the care or service;
 - 3.6.3 MVP does not provide compensation to utilization review decision makers based on the quantity or type of denial decision rendered;
 - 3.6.4 MVP does not provide incentives, financial or otherwise, to encourage denials of coverage or services; and
 - 3.6.5 MVP informs those involved in utilization review decisions of the concerns and risks associated with under-utilization of medical care and services. Such decisions shall in no way affect Ancillary Provider's responsibilities to provide care in a manner consistent with sound medical judgment and practice. Nothing herein shall be construed to require Ancillary Provider to take any action inconsistent with Ancillary Provider's professional judgment regarding a Member's care.
- 3.7 MVP Directory and Marketing Materials. Ancillary Provider hereby authorizes MVP to list Ancillary Provider's name, address, telephone number, and other professional demographics, in MVP's list of Participating Providers for the state in which Ancillary Provider is operating, and such other listings, directories and publications and in any marketing or advertising materials, produced for the state in which Ancillary Provider is operating, and MVP's Internet sites, to help promote MVP or a Plan to potential Members. Ancillary Provider agrees that such listings are considered accurate if based upon the most recent information submitted to MVP by or on behalf of Ancillary Provider.
- 3.8 Compliance with Law. Each party agrees that it shall comply with all federal, state and municipal laws, statutes, ordinances, orders and regulations applicable to the conduct of its activities. In addition, the parties agree to comply with all applicable requirements of the Americans with Disabilities Act and the Health Insurance Portability and Accountability Act.
- 3.9 Participation in Plans. Subject to Section 3.7, Ancillary Provider agrees that, except as specifically waived by MVP, Ancillary Provider will participate in all Plans. The introduction of a new Plan shall not be deemed an amendment, as such term is used in Article 9 of this Agreement. Ancillary Provider acknowledges that Ancillary Provider may not be admitted as a Participating Provider in every Plan. Decisions regarding participation in Plans are within the sole discretion of MVP. In no event shall a decision by MVP not to permit Ancillary Provider to participate in a Plan be deemed a termination of this Agreement, unless Ancillary Provider is deemed ineligible for all Plans. Notwithstanding any prior participation by Physician in one or more Plans, MVP may, in its sole discretion, exclude Physician from participation in a particular Plan at any time provided that MVP gives Physician ninety (90) days' prior written notice.
- 3.10 Referrals to Participating Providers. Physician shall only refer to Participating Providers in the provision of Covered Services to Members.

- 3.11 Telemedicine Licensure. If at any time during the term of this Agreement Physician provides telemedicine services (as covered pursuant to a Member's Plan and hereinafter referred to as "Telemedicine Services") to a Member, Physician hereby represents and warrants that Physician will have all appropriate and adequate licenses and/or certifications required by local, state and federal authorities to provide such Telemedicine Services, including but not limited to, being licensed to practice medicine by the state in which the Member is located at the time of such Telemedicine Services. Physician shall maintain such licensure and certification throughout the time period during which Physician provides any Telemedicine Services to any Members. Physician shall furnish to MVP such evidence of licensure or certification as MVP may reasonably request. Physician shall provide only those Telemedicine Services that Physician is licensed or certified to provide only through qualified personnel and shall assume responsibility for supervising and compensating such personnel and for requiring that such personnel adhere to the terms and conditions of this Agreement.

ARTICLE 4. MVP Responsibilities.

- 4.1 Plan Administration. Except as otherwise provided herein, MVP will perform all administrative, marketing, enrollment, financial, accounting, claims processing and payment, management information, utilization review, case management, quality assurance, quality improvement, credentialing, peer review, grievance review and other functions necessary or appropriate for the proper administration of the Plans or as required by law. Subject to applicable law, and regulatory approval, MVP may delegate or subcontract all or part of such functions in its sole discretion.
- 4.2 Protocols and Subscriber Contracts. MVP shall make available to Ancillary Provider MVP's Protocols and Subscriber Contracts. Any modifications to the Protocols and/or Subscriber Contracts does not constitute an amendment to this Agreement and MVP reserves the right to modify its Protocols and Subscriber Contracts, with applicable regulatory approval, at any time. MVP shall provide Ancillary Provider thirty (30) days written notice of any modifications to the Protocols relating to Ancillary Provider Services. Such notice may be provided through the MVP provider newsletter, MVP provider website or other similar communication.
- 4.3 Member Verification and Participating Provider Listing. MVP shall make available to Ancillary Provider electronic eligibility verification, or another verification system, of current Members enrolled in MVP. MVP shall make a periodic listing of Participating Providers available to Ancillary Provider. Such listing may be in an electronic or other format.

ARTICLE 5. Compensation and Billing.

- 5.1 Compensation. MVP agrees to compensate Ancillary Provider for Ancillary Provider Services provided in accordance with the rates specified in Schedule B, less any applicable Copayments, Coinsurance and Deductibles. Ancillary Provider shall accept such compensation as payment in full and shall not balance bill Members. It is Ancillary Provider's responsibility to collect Copayments, Coinsurance and Deductibles from

members and Ancillary Provider may not waive such collection. The parties agree that MVP shall have final authority to determine whether such services are reimbursable pursuant to this Agreement; provided that Ancillary Provider shall have the right to appeal as set forth in MVP's Protocols. The Parties agree that services requested from Ancillary Provider by MVP, and MVP's compensation to Ancillary Provider for services rendered, shall not exceed NINETEEN THOUSAND, NINE HUNDRED NINETY-NINE AND 00/00 (\$19,999.00) for the term of this Agreement unless it is amended by both Parties.

5.2 Billing Procedures. Ancillary Provider shall submit to MVP Clean Claims for Ancillary Provider Services provided in accordance with this Agreement and MVP Protocols. Ancillary Provider shall abide by MVP's claims submission Protocols, including submitting claims within one hundred eighty (180) days of the date of service and appealing claims within one hundred eighty (180) days after the date of the payment check or remittance advice. If claims are subject to recovery through coordination of benefits, basic reparation of benefits under an automobile no-fault policy, workers' compensation or subrogation activity, Ancillary Provider shall submit claims within one hundred and eight (180) days from the date of payment of the primary payer, but no later than two years from the date of service. Ancillary Provider shall use a form or format for claims submission that is compliant with federal and state laws and regulations and shall submit claims to MVP electronically. Ancillary Provider shall comply with HIPAA for electronic claims submissions.

5.3 Claims Payment.

5.3.1 Except in cases where MVP's obligation to pay Ancillary Provider's claim is not reasonably clear due to a good faith dispute regarding the eligibility of a Member for Covered Services, the liability of another person for all or part of the claim, the amount of the claim, whether the service provided was a Covered Service, the manner in which Ancillary Provider Services were accessed or when there is a reasonable basis supported by specific information that such bill was fraudulently submitted, MVP shall remit payment to Ancillary Provider within thirty (30) days of receipt of a claim submitted through the internet or electronic mail or within forty-five (45) days of receipt of a claim submitted by other means, such as paper or facsimile, that is submitted in accordance with Section 5.2 and that constitutes a "Clean Claim". In the event that MVP fails to make such payment in a timely fashion as specified herein, MVP shall be obligated to pay such amounts plus interest accruing at the rate specified in New York State Insurance Law, Section 3224-a, if applicable. Except as provided in Section 5.5, all payments to Ancillary Provider shall be considered final unless either party furnishes notice within one hundred eighty (180) days after the date of the payment check or remittance advice. Ancillary Provider shall provide MVP with itemized records of services and charges to Members in such form as may be requested by MVP.

5.3.2 Notwithstanding the foregoing, this Section 5.3.2 shall apply to Plans that provide administrative services only to self-funded health benefit plans. Except in cases

where the obligation of a self-insured group to pay a claim is not reasonably clear due to a good faith dispute regarding the eligibility of a Member for Covered Services, the liability of another Person for all or part of the claim, the amount of the claim, whether the service provided was a Covered Service, the manner in which Ancillary Provider Services were accessed, or when there is a reasonable basis, supported by specific information, that such bill was fraudulently submitted, MVP on behalf of its respective self-funded groups, shall remit payment to Ancillary Provider within a commercially reasonable time, not to exceed forty-five (45) days after receipt of a written or electronic claim submitted in accordance with Section 5.2 and that constitutes a Clean Claim and receipt by MVP, as applicable, of the necessary funds from the self-funded groups. Except as provided in Section 5.5, all payments to Ancillary Provider shall be considered final unless either party furnishes notice of appeal within one hundred eighty (180) days after the date of the payment check, remittance advice or other determination. Ancillary Provider shall provide MVP with itemized records of services and charges to members in such form as may be requested by MVP.

- 5.4 Member Non-liability. Ancillary Provider agrees that in no event, including, but not limited to, nonpayment by MVP or a self-funded plan, as applicable, insolvency of MVP, or breach of this Agreement, shall Ancillary Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons, other than MVP, acting on Member's behalf, for Covered Services provided pursuant to this Agreement, for the period covered by the premium paid by or on behalf of, the Member. This provision shall not prohibit Ancillary Provider from collecting Copayments, Coinsurance and Deductibles as specifically provided in the Subscriber Contract, or fees for services not covered by this Agreement delivered on a fee-for-service basis to a Member provided that Ancillary Provider shall have advised such Member and obtained, written acknowledgement from such Member, that the service is not covered and of the Member's liability therefor prior to providing the service. Where Ancillary Provider has not been given a list of Covered Services by MVP, and/or Ancillary Provider is uncertain as to whether a service is a Covered Service, and provided that such services is not Emergency Services, Ancillary Provider shall make reasonable efforts to contact MVP and obtain a coverage determination prior to advising a Member as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason, and shall supersede any oral or written agreement now existing or hereafter entered into between Ancillary Provider and a Member or person acting on such Member's behalf.
- 5.5 Coordination of Benefits. Anything to the contrary contained herein notwithstanding, in the event that a Member is covered under an insurance policy or contractual entitlement (the "Other Payer") other than the Subscriber Contract, and a Coordination of Benefits ("C.O.B.") provision is applicable, and to the extent that the Member is assured of no out-of-pocket expense for Covered Services (other than MVP Copayments and expenses for patient convenience items), if MVP is the primary payer under the C.O.B. provisions, Ancillary Provider may bill MVP as described above, and may collect from the Other Payer payment in accordance with the Other Payer's plan, provided that such additional amounts do not exceed the amounts collected by or payable to the Member from the

Other Payer. If MVP is the secondary payer, Ancillary Provider shall bill the Other Payer, and may bill MVP as described above, and MVP will pay to Ancillary Provider either (1) the patient responsibility (Copayment, Deductible, or Coinsurance) assessed by the primary carrier, up to the MVP allowed amount, less any applicable Copayment, Deductible or Coinsurance under the Subscriber Contract or (2) where no Patient responsibility (Copayment, Deductible, or Coinsurance) has been assessed by the primary carrier, nothing. In accordance with applicable regulatory requirements, Ancillary Provider shall keep accurate accounts of all C.O.B. monies collected, and report same to MVP, upon request. The provisions herein may vary for certain self-administered plans administered by MVP. MVP's C.O.B. payment policies are consistent with the then current rules as defined by National Association of Insurance Commissioners. If MVP is the secondary payer, Ancillary Provider shall not be required to follow MVP's Protocols with regard to prior authorization of services only, but must comply with all other Protocols including but not limited to Medical Necessity decisions. If Ancillary Provider receives payment from more than one primary payer, Ancillary Provider shall reimburse MVP directly for any resulting overpayment. If Ancillary Provider does not reimburse MVP directly, Ancillary Provider shall be responsible for any and all costs incurred by MVP to collect the overpayment.

- 5.6 Retroactive Adjustments. If a Member is retroactively terminated, MVP shall not go back more than six (6) months from the date of MVP's payment to deny or recoup payment for Covered Services rendered to individuals that MVP, or its agent designated for such purpose, has confirmed as eligible using MVP's designated verification mechanism, provided that MVP reserves the right to make such retroactive adjustments:
- (a) for a period of up to one (1) year from the date of MVP's payment for large group retroactive terminations (e.g., New York State Health Insurance Plan; Federal Employee Health Benefit program; IBM);
 - (b) for a period of up to two (2) years from the date of MVP's payment for coordination of benefits which includes Workers Compensation and No Fault coverage;
 - (c) for a period of up to two (2) years from the date of MVP's payment for duplicative payments; and
 - (d) at any time in the event of fraud or abuse.
- 5.7 Group Health Coverage. If Ancillary Provider agrees to purchase group health coverage from MVP and fails to pay MVP in accordance with the terms of that agreement, MVP may recover such payments by set-off against payments owed to Ancillary Provider.
- 5.8 Self-Funded Health Plan. If MVP provides administrative services for Ancillary Provider's self-funded health plan and Ancillary Provider fails to pay MVP in accordance with the terms of that agreement MVP may recover such payments by set-off against payments owed to Ancillary Provider.

- 5.9 Payment Errors. Ancillary Provider and MVP agree that MVP is authorized to deduct from amounts that may otherwise be due and payable to Ancillary Provider any such outstanding amounts that Ancillary Provider may, for any reason, owe MVP, including without limitation any adjustments to payment made to Ancillary Provider for errors and omissions relating to changes in enrollment, claims payment errors, data entry errors and/or incorrectly submitted claims.

ARTICLE 6. Records and Confidentiality.

- 6.1 Maintenance. Ancillary Provider shall prepare and maintain clear, accurate and complete medical records in accordance with applicable laws, regulations, and national accreditation organizations and which shall reflect all covered Services provided to Members. Ancillary Provider shall maintain Member medical records for a period of six (6) years or, in the case of records pertaining to minors, six (6) years from the age of majority. Ancillary Provider and MVP agree that all Members' medical records shall be treated as confidential in compliance with all state and federal laws regarding the confidentiality of patient records, including but not limited to HIPAA and any implementing regulations.
- 6.2 Release of Records. Ancillary Provider shall make available to MVP, subject to any cost structure defined herein, and further subject to the proper consent and/or authorization obtained by Ancillary Provider from Member, all of its records and encounter data pertaining to such Member to the extent necessary for Utilization Review, claims processing and payment, information required for MVP to comply with HEDIS requirements or other nationally recognized applicable requirements such as NCQA and other MVP health care operations as such term is defined in 45 C.F.R. § 164.501. Authorized representatives of MVP, properly identified to Ancillary Provider, and upon reasonable notice to Ancillary Provider, may review medical records pertaining to Members. When Ancillary Provider appeals to MVP for any utilization management decision or initiates any other request which requires copies of records, Ancillary Provider will provide a copy of the record at no cost to MVP.
- 6.3 Quality of Care Records. Subject to applicable laws and regulations, Ancillary Provider and MVP shall make the medical records of Members available to duly authorized state and federal agencies for inspection and copying pursuant to the applicable law and regulation of the corresponding state of federal agency at no charge.
- 6.4 Ancillary Provider Records. Ancillary Provider shall maintain encounter data, financial data and reports, and information concerning the appropriateness and quality of services, as required by law. To the extent required or permitted by applicable law, upon request, such information shall be made available, free of charge, to MVP or governmental authorities, or any of their authorized agents, for the purpose of inspection and copying. To the extent required or permitted by applicable law and MVP accreditation organizations, and subject to applicable laws regarding confidentiality, Ancillary Provider authorizes MVP to release any and all information, records, summaries of records and statistical reports specific to Ancillary Provider, including but not limited to

utilization profiles, encounter data, treatment plans, outcome data and other information pertinent to Ancillary Provider's performance of services, professional qualifications and credentialing information to federal or state governmental authority, or any of their authorized agents, and accreditation organizations, without receiving Ancillary Provider's prior consent.

6.5 Ancillary Provider-Member Communication. Nothing in this Agreement shall be construed to prohibit, limit, or restrict Ancillary Provider from communicating with patients who are MVP Members. Ancillary Provider is not prohibited or otherwise limited or restricted from (i) disclosing to a Member any information Ancillary Provider deems appropriate regarding the Member's condition or course of treatment, including the availability of other therapies, consultations or tests, regardless of benefit coverage limitations contained in the Member's Subscriber Contract; (ii) disclosing to a Member any information Ancillary Provider deems appropriate regarding the provisions, terms or requirements of the Subscriber Contract as they relate to the Member; (iii) filing a complaint, making a report or commenting to an appropriate governmental body regarding any policies or practices of MVP which Ancillary Provider believes may negatively impact upon the quality of, or access to, patient care; or (iv) advocating to MVP on behalf of a Member for coverage of a particular course of treatment. Further, Ancillary Provider shall not be penalized for such discussions, and MVP shall not remove Ancillary Provider from its network for participating in a Member's internal grievance procedure or external review.

6.6 Non Public Personal Information. Ancillary Provider shall not disclose or use any nonpublic personal financial information, as that term is defined in 11 NYCRR § 420.3(s), which MVP discloses to Ancillary Provider other than to carry out the purpose for which MVP disclosed such information.

6.7 Confidentiality.

6.7.1 Member Medical Records. Ancillary Provider shall undertake such actions as shall be necessary and proper to maintain the confidentiality and security of Member medical records and to prevent any unauthorized or negligent disclosure of such records, in the manner required by federal and state laws and regulations, including but not limited to HIPAA and any implementing regulations.

6.7.2. HIPAA Compliance. Ancillary Provider represents that all computer hardware, software and other electronic systems (collectively "Systems") will conduct electronic transactions and maintain the security and privacy of individually identifiable Member medical and health information in the manner and timeframe required by HIPAA. Ancillary Provider agrees to implement all necessary requirements of HIPAA.

6.7.3 Business Records.

(a) MVP and Ancillary Provider each agree that the terms of this Agreement, including the reimbursement provided herein, and all records, data, data

formats, financial information, statistical information including but not limited to member utilization data, and other documents or information pertaining to the other or any related company which are provided, made available or otherwise disclosed pursuant to this Agreement (“Confidential Information”), are confidential and proprietary and shall not be disclosed by Ancillary Provider to any person or entity except as specifically set forth herein.

- (b) Ancillary Provider shall not disclose Confidential Information to any person except (i) to Ancillary Provider’s professional advisors (a) on a need to know basis, and (b) who shall be so advised by the disclosing party of the confidentiality provisions of this Agreement and who agree to comply with the disclosing party’s obligations hereunder, and (ii) to the extent required by a governmental entity with jurisdiction over the disclosing Ancillary Provider related to the information that is the subject of the disclosure or by a final and binding court order or other compulsory process, provided that Ancillary Provider use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and immediately (but no later than two (2) business days) upon becoming aware of an obligation or request to disclose Confidential Information, immediately notify MVP so that MVP can undertake efforts (in addition to, and/or along with, those Ancillary Provider) to seek to protect the information from disclosure and participate in the proceeding. Without limiting the generality of the foregoing, upon receipt by Ancillary Provider, their respective affiliates, subsidiaries, successors, assigns, employees, agents, officers, directors, other representatives, and anyone acting on their behalf, of any order, subpoena, or other compulsory process demanding production or disclosure of Confidential Information, Ancillary Provider shall no later than two (2) business days after receipt of an order, subpoena, other compulsory process, request, or becoming aware that there is a regulatory or governmental requirement to disclose the information, notify MVP in writing of the requested disclosure and provide a copy of any documentation that they receive in relation to the requirement. Such notice shall include the proposed date of disclosure, the reason for the requested disclosure, the identity and contact information of the individual or entity requesting the disclosure, the specific information that is the subject of the disclosure as it pertains to this Agreement, together with a copy of such order, subpoena or other compulsory process or request. Ancillary Provider shall notify MVP of any and all actions they take to protect the information from disclosure.
- (c) Ancillary Provider acknowledges and agrees: (i) the breach of this Section 6.7 in any manner whatsoever, whether a material or immaterial breach or a breach of a material or immaterial clause or whether by Ancillary Provider or its respective affiliates, subsidiaries, successors, assigns, employees, agents, officers, directors, other representatives, or

anyone acting on its behalf, will cause irreparable injury to MVP and that MVP shall therefore be entitled, in addition to other rights they may have at law or in equity, to an injunction enjoining Ancillary Provider and/or its respective affiliates, subsidiaries, successors, assigns, employees, agents, officers, directors, other representatives, or anyone acting on its behalf from any such breach, and (ii) the disclosure of the terms of this Agreement would cause significant harm to MVP and that MVP's respective damages in such case would include, but not be limited to, actual, consequential, special, and punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings, or business, and other amounts due or payable to MVP, and attorney's fees and costs associated with enforcement and collection. Further, if the breach arises from or relates in any manner to Ancillary Provider, or its respective affiliates, subsidiaries, successors, assigns, employees, agents, officers, directors, other representatives, or anyone acting on their behalf, disclosing the reimbursement rates set forth in this Agreement, directly or indirectly, whether such disclosure is intentional, unintentional, or results from negligence, MVP shall be entitled to terminate this Agreement in accordance with Section 8.2.2 of this Agreement.

- (d) The obligations in this Section 6.7.3 above shall not apply to any Confidential Information that the receiving party can show:
 - (i) Was already in its possession at the time of receiving the same without any obligation of confidentiality as shown by the prior records of the receiving party; and
 - (ii) Is published or becomes available within the public domain otherwise than as a consequence of a breach by the receiving party of its obligation not to disclose any of the confidential information.
- (e) Upon the termination or non-renewal of this Agreement, Ancillary Provider shall promptly redeliver to MVP or destroy all written material containing or reflecting any information contained in the Confidential Information or take such other action as agreed to by the parties. Ancillary Provider will not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information. The foregoing provisions of this Section 6.7.3 shall not apply to Confidential Information present on the Ancillary Provider's disaster recovery systems or archival backups only as a result of having been on the Ancillary Provider's computer systems.

6.7.4 Violations of Confidentiality. Each party agrees to indemnify and hold the other harmless from any claims, liabilities, fines or penalties, including reasonable attorney's fees, of a third-party relating to or arising from any improper access,

use and/or disclosure of any Member medical information or records or any Confidential Information by such Party.

- 6.8 Obligations on Termination. This Article shall survive termination of this Agreement.
- 6.9 Transparency. Notwithstanding any term to the contrary contained in this Agreement, MVP reserves the right, in its sole discretion, to make information regarding the quality and cost of health care provider services provided to Members and the Member experience, such as Member reviews, as well as utilization, efficiency, and relative performance compared to other participating providers, which may include a rating systems, available to employer groups, business associates, participating providers or current, prospective or formers Members. In making any such information available, MVP will maintain compliance at all times with any and all applicable federal and state laws, rules and regulations, including but not limited to HIPAA and HITECH.

ARTICLE 7. Insurance and Indemnification.

- 7.1 Insurance. Ancillary Provider shall maintain such policies of general and professional liability insurance as shall be necessary to insure Ancillary Provider and its employees, agents and representatives, against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of or failure to perform any services, the use of any property and facilities and other activities performed by Ancillary Provider, Ancillary Provider's employees, agents and representatives in connection with this Agreement. Such insurance shall be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and \$500,000 for property damage. In the event such policy(ies) is a "claims made" policy as distinguished from an "occurrence" policy, Ancillary Provider shall procure and maintain prior to the termination of such insurance, continuing "tail coverage" or similar coverage in the same coverage amounts. This requirement shall survive termination of this Agreement. Memorandum copies and evidence of the payment of all applicable premiums shall be provided to MVP upon MVP's request. Ancillary Provider shall notify MVP within five (5) calendar days of any reduction, lapse or other material adverse change in such coverage.
- 7.2 Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Innocent Party") and the Innocent Party's employees, agents and representatives, against any claim, demand, liability or expense incurred by the Innocent Party which may result or arise out of any action by the Indemnifying Party, its employees, agents or representatives in the performance or omission of any act relating to this Agreement.
- 7.3 Liability. Each party shall be responsible for his, her or its own actions and omissions as may relate to or arise from his, her or its duties and obligations under this Agreement.
- 7.4 Telemedicine Insurance Coverage. Prior to furnishing any Telemedicine Services to a Member at any time while this Agreement is in effect, Physician shall ensure that the professional liability insurance required pursuant to Section 5.1 above will cover the

performance or nonperformance of any Telemedicine Services by Physician or Physician's agents, employees, and representatives in connection with this Agreement.

ARTICLE 8. Term and Termination.

8.1 Term. This Agreement shall commence on the August 1, 2018 and shall continue until December 31, 2022.

8.2 Termination of Agreement. This Agreement may be terminated as follows:

8.2.1 Without Cause by Either Party. Ancillary Provider or MVP may terminate this Agreement, at any time without cause, by providing ninety (90) days' prior written notice to the other party.

8.2.2 For Cause by MVP. In the following cases, MVP may terminate this Agreement immediately, effective upon Ancillary Provider's receipt of notice of termination:

- (i) A determination by MVP of cases involving imminent harm to patient care; or
- (ii) A determination of fraud or abuse by MVP; or
- (iii) A final disciplinary action by a state licensing board or other governmental agency that impairs Ancillary Provider's ability to provide Ancillary Provider Services; or
- (iv) Upon Ancillary Provider's insolvency; the appointment of a trustee or receiver for any substantial part of the assets of Ancillary Provider; an assignment by Ancillary Provider for the benefit of creditors; or the commencement of any proceedings under bankruptcy or insolvency law by or against Ancillary Provider.

8.2.3 For Cause by MVP or Ancillary Provider. MVP or Ancillary Provider may terminate this Agreement by providing sixty (60) days' written notice, in the event that the other party is in breach of any of the terms of this Agreement and fails to cure such default within the sixty (60) day period following the provision of notice thereof. The sixty (60) day notice of termination shall describe the breach and the actions necessary to cure such breach.

8.2.4 Immediate Termination by Ancillary Provider. Subject to Section 8.3, Ancillary Provider may terminate this Agreement immediately upon notice to MVP upon MVP's insolvency, the appointment of a trustee or receiver for any substantial part of the assets of MVP, an assignment by MVP for the benefit of creditors or the commencement of any proceeding under bankruptcy or insolvency law by or against MVP.

8.2.5 Upon Amendment. This Agreement shall terminate effective upon the later of ninety (90) days after notice by Ancillary Provider or the effective date of such

amendment or change in the event that Ancillary Provider provides notice in accordance with Section 9.3 to MVP that Ancillary Provider objects to an amendment of this Agreement.

8.3 Effect of Termination of Agreement.

- 8.3.1 Continuation of Treatment. Ancillary Provider agrees that, to the extent required by law, in the event of MVP's insolvency or other cessation of operations, Ancillary Provider will continue, until the Member's medically appropriate discharge or transfer from an inpatient facility, or completion of a course of treatment whichever occurs first, to render Ancillary Provider Services to Members through the period for which a premium has been paid to MVP by or on behalf of the Member. To the extent required by law, Ancillary Provider Services to Members confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until the Member's continued confinement in the facility is no longer Medically Necessary. The obligations set forth in this paragraph shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed for the benefit of Members and MVP. These provisions shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Ancillary Provider and any Member or any persons acting on behalf of a Member, insofar as such contrary agreement relates to liability for payment for, or continuation of Ancillary Provider Services provided under the terms and conditions of this paragraph.
- 8.3.2 Transitional Care. Upon the effective termination of this Agreement of all rights and obligations of the parties under this Agreement shall immediately cease. However, if this Agreement is terminated for reasons other than those specified in Section 8.2.2, Ancillary Provider shall remain obligated to provide Ancillary Provider Services under the terms of this Agreement to Members who are under the care of Ancillary Provider at the time of such termination for a period of up to ninety (90) days from the date the Ancillary Provider's contract terminates, or if the Member has entered the second trimester of pregnancy at the time of Ancillary Provider's termination for a transitional period that includes the provision of post-partum care directly related to the delivery. MVP shall compensate Ancillary Provider for those Ancillary Provider Services rendered prior to the termination date and the foregoing transitional care pursuant to the MVP fee schedule in effect at such time.
- 8.3.3 Notice to Members. Following notice of termination or non-renewal of this Agreement by either party, the parties agree that MVP is authorized to notify Members and prospective Members and Participating Providers, and other persons and entities that it deems to have an interest herein of such termination. Ancillary Provider shall post a notice or give written notice to inform Members that it is no longer a Participating Provider and that any service provided may not be covered by MVP.

ARTICLE 9. Miscellaneous.

- 9.1 Severability. Should one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be performed to eliminate such invalid, illegal or unenforceable provision in a manner which most closely approximates the intent of the parties with respect thereto.
- 9.2 Entire Agreement. The Agreement constitutes the entire agreement between the parties and supersedes any and all prior negotiations, representations, and understandings between the parties, whether written or oral, respecting the subject matter hereof. The Attachments, Addenda, Exhibits and/or Schedules attached to or referenced in this Agreement are an integral part of this Agreement and are incorporated herein by reference.
- 9.3 Amendment. MVP shall notify Ancillary Provider in writing of any amendment to this Agreement, including the effective date of such amendment. MVP shall provide such notice at least thirty (30) days prior to the effective date of the amendment. Ancillary Provider shall have thirty (30) days from the receipt of notice from MVP to reject the amendment by written notice of rejection to MVP. If MVP does not receive such written notice of rejection within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon Ancillary Provider. If Ancillary Provider rejects an amendment, this Agreement shall terminate as provided in Section 8.2.5 unless MVP elects to continue the Agreement in force without the amendment. Notwithstanding the foregoing, MVP may unilaterally amend this Agreement, upon written notice to Ancillary Provider, as necessary to comply with changes in applicable laws and regulations. All material amendments to this Agreement shall be submitted to the New York State Department of Health for approval no less than thirty (30) days in advance of effective date of the amendment.
- 9.4 Governing Law. This Agreement shall be governed by the laws of the State of New York without giving effect to conflict of laws provisions.
- 9.5 Assignment. This Agreement may not be assigned, subcontracted or otherwise delegated by Ancillary Provider without the prior written consent of MVP. MVP expressly retains the right to assign, delegate or transfer this Agreement in whole or in part. MVP will provide thirty (30) days prior written notice to Ancillary Provider of such assignment.
- 9.6 Headings. The headings appearing in this Agreement are for convenience and reference purposes only, and are not intended to, and shall not define or limit the scope of the provisions to which they relate.
- 9.7 Relationship of Parties. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor shall be construed to create any agency, partnership, or joint venture relationship between the parties.

9.8 Attachments. The parties acknowledge that the Schedules and Appendices attached hereto and/or referenced in this Agreement are an integral part of this Agreement and are hereby adopted by the parties and incorporated herein by reference.

9.9 Dispute Resolution. MVP and Ancillary Provider agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

9.9.1 Any dispute, other than a dispute regarding malpractice, fraud or abuse, or a failure of the parties to agree on a reimbursement amount, between the parties regarding the performance or interpretation of this Agreement shall be resolved, to the extent possible, by informal meeting or discussions between appropriate representatives of the parties.

9.10 Notices. All notices required or permitted under this Agreement shall be in writing, and shall be deemed effectively given (i) on the date of receipt if personally delivered to the party to whom same is directed; (ii) on the date of receipt if mailed by certified or registered mail, return receipt requested or sent by facsimile; or (iii) on the seventh (7th) day after mailing if mailed by first class mail, to such party, postage prepaid, addressed to the following addresses, or to such other addresses as the parties may hereafter designate by like notice:

In the case of MVP, to: MVP Health Plan, Inc.
MVP Select Care, Inc.
MVP Affiliates
625 State Street
Schenectady, New York 12305
Attention: Karla Austen
Executive Vice President, Chief of Network Management
Copy to: Executive Vice President & Chief Legal Officer

In the case of Ancillary Provider, to: Albany County Department of Health
Attention: Jeanine Carney
175 Green Street
Albany, New York 12202

9.11 Non-Exclusivity. This Agreement is not an exclusive arrangement and either party may enter into other similar arrangements.

9.12 Successors and Assigns. Subject to the provisions of this Agreement respecting permitted assignment, this Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their successors and assigns.

9.13 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by

reason of this Agreement and any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

- 9.14 Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right or privilege under this Agreement shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right or privilege hereunder.
- 9.15 Records Review. MVP, or its designee, subject to the confidentiality provisions of this Agreement, shall have the right, upon reasonable request and at reasonable times during normal business hours, to have access to billing records and Member medical records of Ancillary Provider in connection with Ancillary Provider's performance of its obligations pursuant to this Agreement. Information obtained pursuant to such records review shall be kept confidential consistent with the provisions of Article 6 of this Agreement.
- 9.16 Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 9.17 Non-Solicitation. Neither Ancillary Provider, nor any employee, agent or subcontractor of Ancillary Provider shall solicit, attempt to convince or otherwise persuade any Member not to enroll in or to disenroll from MVP. This obligation shall survive termination of this Agreement for one (1) year.
- 9.18 Grievances. Any dispute regarding the performance or interpretation of this Agreement shall be bound by the Protocols.
- 9.19 Regulatory Approval. This Agreement is subject to the approval of the New York State Department of Health as to form. If implemented prior to the approval of the Department of Health, the Parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by the Department of Health, effective sixty (60) days subsequent to notice subject to Public Health Law §4403(6)(e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.
- 9.20 Incorporation of DOH Standard Clauses Appendix. The New York State Department of Health's "Standard Clauses for Managed Care Provider/IPA/ACO Contracts" ("Standard Clauses"), attached to this Agreement as Appendix A, are expressly incorporated into this Agreement and are binding upon the parties to this Agreement with respect to members covered under a New York Subscriber Contract. In the event of any inconsistent or contrary language between the Standard Clauses and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the Standard Clauses shall control. In the event DOH revises the Standard Clauses the revised Standard Clauses shall be incorporated into this Agreement and will be binding upon the parties as of the revision's effective date.

- 9.21 Incorporation of Medicare Advantage Contract Terms. The Medicare Advantage Contract Terms, attached to this Agreement as Appendix B, are expressly incorporated into this Agreement and are binding upon the parties to the Agreement with respect to Members covered under a Medicare Advantage Plan. In the event of any inconsistent or contrary language between the Medicare Advantage Contract Terms and any other part of this Agreement, including, but not limited to, appendices, amendments and exhibits, the parties agree that the provisions of the Medicare Advantage Contract Terms shall prevail with respect to Medicare Advantage Members only.
- 9.22 Incorporation of Government Program Contract Terms. The Government Program Contract Terms, attached to this Agreement as Appendix C, are expressly incorporated into this Agreement and are binding upon the parties to the Agreement with respect to Government Program Members (as defined in Appendix C). In the event of any inconsistent or contrary language between the Government Program Contract Terms and any other part of this Agreement, including, but not limited to, appendices, amendments and exhibits, the parties agree that the provisions of the Government Program Contract Terms shall prevail with respect to Government Program Members only.
- 9.23 Incorporation of Vermont Contractual Requirements. The Vermont Contract Terms, attached to this Agreement as Appendix D, are expressly incorporated into this Agreement and are binding upon the parties to this Agreement with respect to Members covered under a Vermont Subscriber Contract. In the event of any inconsistent or contrary language between the Vermont Contractual Requirements and any other part of this Agreement, including, but not limited to, appendices, amendments and exhibits, the parties agree that the provisions of the Vermont Contractual Requirement shall prevail with respect to Members covered under a Vermont Subscriber Contract.

ARTICLE 10. Schedules.

MVP and Ancillary Provider hereby agree to be bound by the terms described and set forth in the attached Schedules as checked below:

- A. Ancillary Provider Services
- B. Compensation (including billing instructions)
- C. Provider Site Information

ARTICLE 11. Appendices.

MVP and Ancillary Provider hereby agree to be bound by the terms described and set forth in the attached Appendices as checked below:

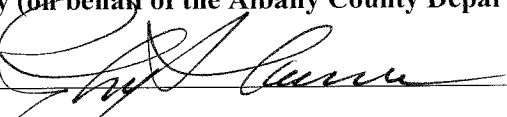
- X_ A. DOH Standard Clauses (including Appendix L, Certification Regarding Lobbying)
- X B. Medicare Advantage Contract Terms.
- X C. Government Program Contract Terms.
- X D. Vermont Contractual Requirements
- X E. Cigna

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of July 1, 2018.

**MVP HEALTH PLAN, INC.
MVP SELECT CARE, INC.
MVP AFFILIATES**

By:  _____ Date 2/13/19
Name: *Karla Auster*
Title: *CFO*

Albany County (on behalf of the Albany County Department of Health)

By:  _____ Date 3/5/19
Name: *PHILIP F. CALDERONE*
Title: *DEPUTY COUNTY EXECUTIVE*

Address: 175 Green Street
Albany, New York 12202

Ancillary Provider's Federal Tax ID Number: **146002563**

APPENDIX A
NEW YORK STATE DEPARTMENT OF HEALTH
STANDARD CLAUSES
FOR MANAGED CARE PROVIDER/IPA/ACO CONTRACTS

(Revised 4/1/17)

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter “the Agreement” or “this Agreement”) the Article 44 plans and providers that contract with such plans, and who are a party agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, such clauses must be included in IPA/ACO contracts with Providers, and Providers must agree to such clauses.

A. Definitions for Purposes of this Appendix

“Managed Care Organization” or “MCO” shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer a comprehensive health services plan, or a health and long term care services plan.

“Independent Practice Association” or “IPA” shall mean an entity formed for the limited purpose of contracting for the delivery or provision of health services by individuals, entities and facilities licensed and/or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment. Under these arrangements, such health care Providers and suppliers will provide their service in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. “IPA” may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

“Provider” shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of Health Care Services which are licensed, registered and/or certified as required by applicable federal and state law.

B. General Terms and Conditions

1. This agreement is subject to the approval of the New York State Department of Health (DOH) and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by DOH for approval or, alternatively, to terminate this Agreement if so directed by DOH, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403 (6)(e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.

2. Any material amendment to this Agreement is subject to the prior approval of DOH, and any such amendment shall be submitted for approval in accordance with the appropriate procedures and timelines described in Sections III and VII of the New York State Department of Health Provider Contract Guidelines for MCOs and IPA/ACOs. To the extent the MCO provides and arranges for the provision of comprehensive Health Care Services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH, as may be required by the Medicaid Managed Care contract between the MCO and DOH.
3. Assignment of an agreement between an MCO and (1) an IPA/ACO, (2) an institutional network Provider, or (3) a medical group Provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA/ACO and (1) an institutional Provider or (2) a medical group Provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner of Health.
4. The Provider agrees, or if the Agreement is between the MCO and an IPA/ACO or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees and shall require the IPA/ACO's Providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, contract, or DOH or DFS guidelines or policies and (b) has provided to the Provider at least thirty days in advance of implementation, including but not limited to:
 - quality improvement/management;
 - utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical encounter data;
 - member grievances; and
 - Provider credentialing.
5. The Provider or, if the Agreement is between the MCO and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees, and shall require its Providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
6. If the Provider is a primary care practitioner, the Provider agrees to provide twenty-four (24) hour coverage and back-up coverage when the Provider is unavailable. The Provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.
7. The MCO or IPA/ACO that is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA/ACO's own acts or omissions, by indemnification or otherwise, to a Provider.
8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the Laws of 1996) Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007, Chapter 237 of the Laws

of 2009, Chapter 297 of the Laws of 2012, Chapter 199 of the Laws of 2014, Part H, Chapter 60, of the Laws of 2014 and Chapter 6 of the Laws of 2015 with all amendments thereto.

9. To the extent the MCO enrolls individuals covered by the Medical Assistance Program, this Agreement incorporates the pertinent MCO obligations under the Medicaid Managed Care contract between the MCO and DOH as set forth fully herein, including:
 - a. The MCO will monitor the performance of the Provider or IPA/ACO under the Agreement and will terminate the Agreement and/or impose other sanctions if the Provider's or IPA/ACO's performance does not satisfy the standards set forth in the Medicaid Managed Care contract.
 - b. The Provider or IPA/ACO agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA/ACO's performance.
 - c. The Provider or IPA/ACO agrees to be bound by the confidentiality requirements set forth in the Medicaid Managed Care contract between the MCO and DOH.
 - d. The MCO and the Provider or IPA/ACO agree that a woman's enrollment in the MCO's Medicaid Managed Care product is sufficient to provide services to her newborn, unless the newborn is excluded from the enrollment in Medicaid Managed Care or the MCO does not offer a Medicaid Managed Care product in the mother's county of fiscal responsibility.
 - e. The MCO shall not impose obligations and duties on the Provider or IPA/ACO that are inconsistent with the Medicaid Managed Care contract or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services.
 - f. The Provider or IPA/ACO agrees to provide medical records to the MCO for purposes of determining newborn eligibility for Supplemental Security Income where the mother is a member of the MCO and for quality purposes at no cost to the MCO.
 - g. The Provider or IPA/ACO agrees, pursuant to 31 U.S.C. §1352 and CFR Part 93, that no federally appropriated funds have been paid or will be paid to any person by or on behalf of the Provider/IPA/ACO for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress in connection with the award of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Provider or IPA/ACO agrees to complete and submit the "Certification Regarding Lobbying," **Appendix L** attached hereto and incorporated herein, if this Agreement exceeds \$100,000. If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement, and the Agreement exceeds \$100,000 the Provider or IPA/ACO shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- h. The Provider or IPA/ACO agrees to disclose to the MCO, on an ongoing basis, any managing employee who has been convicted of a misdemeanor or felony in relation to the employee's involvement in any program under Medicare, Medicaid or a Title XX services program (block grant programs).
- i. The Provider or IPA/ACO agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE), the Social Security Administration Death Master List, and the National Plan Provider Enumeration System (NPPES).
- j. The Provider or IPA/ACO agrees to disclose to the MCO complete ownership, control, and relationship information.
- k. The Provider or IPA/ACO agrees to obtain for the MCO ownership information from any subcontractor with whom the Provider has had a business transaction totaling more than \$25,000 during the 12-month period ending on the date of the request made by DOH, Office of the Medicaid Inspector General (OMIG) or the United States Department of Health and Human Services (DHHS). The information requested shall be provided to the MCO within 35 days of such request.
- l. The Provider or IPA/ACO agrees to have an officer, director or partner of the Provider execute and deliver to DOH a certification, using a form provided by DOH through OMIG's website, within five (5) days of executing this agreement, stating that:
 - i. The Provider or IPA/ACO is subject to the statutes, rules, regulations, and applicable Medicaid Updates of the Medicaid program and of DOH related to the furnishing of care, services or supplies provided directly by, or under the supervision of, or ordered, referred or prescribed by the Provider. This includes 18 NYCRR 515.2 except to the extent that any reference in the regulation establishing rates, fees, and claiming instructions will refer to the rates, fees and claiming instructions set by the MCO.
 - ii. All claims submitted for payment by the Provider/IPA/ACO are for care, services or medical supplies that have been provided.
 - iii. Payment requests are submitted in accordance with applicable law.

- m. The Provider or IPA/ACO agrees to require that an officer, director or partner of all subcontractors if they are not natural persons, or the subcontractor itself if it is a natural person, execute a certification, using a form provided by DOH through OMIG's website, before the subcontractor requests payment under the subcontract, acknowledging that:
 - i. The subcontractor is subject to the statutes, rules, regulations, and applicable Medicaid Updates of the Medicaid program and of DOH related to the furnishing of care, services or supplies provided directly by, or under the supervision of, or ordered, referred or prescribed by the subcontractor. This includes 18 NYCRR 515.2 except to the extent that any reference in the regulation establishing rates, fees, and claiming instructions will refer to the rates, fees and claiming instructions set by the MCO.
 - ii. All claims submitted for payment by the subcontractor are for care, services or medical supplies that have been provided.
 - iii. Payment requests are submitted in accordance with applicable law.
10. The parties to this Agreement agree to comply with all applicable requirements of the federal Americans with Disabilities Act.
11. The Provider agrees, or if the Agreement is between the MCO and an IPA/ACO or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees and shall require the IPA's Providers to agree, to comply with all applicable requirements of the Health Insurance Portability and Accountability Act, the HIV confidentiality requirements of Article 27-F of the Public Health Law, and Mental Hygiene Law § 33.13.
12. Compliance Program. The Provider agrees that if it claims, orders, or is paid \$500,000 or more per year from the Medical Assistance Program, including, in the aggregate, claims submitted to or paid directly by the Medical Assistance Program and/or claims submitted to or paid by any MCO under the Medicaid Managed Care Program, that it shall adopt and implement a compliance program which meets the requirements of New York State Social Services Law § 363-d(2) and 18 NYCRR § 521.3.
13. Compliance Program Certification. The Provider agrees that if it is subject to the requirements of Section B (12) of this Appendix, it shall certify to DOH, using a form provided by OMIG on its website, within 30 days of entering into a Provider Agreement with the MCO, if they have not so certified within the past year that a compliance program meeting the requirements of 18 NYCRR §521.3 and Social Services Law § 363-d(2) is in place. The Provider shall recertify during the month of December each year thereafter using a form provided by OMIG on OMIG's website.

C. Payment and Risk Arrangements

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA/ACO, insolvency of the MCO or IPA/ACO, or breach of

this Agreement, shall Provider bill; charge; collect a deposit from; seek compensation, remuneration or reimbursement from; or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA/ACO) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, Provider agrees that, during the time an enrollee is enrolled in the MCO, Provider will not bill DOH or the City of New York for covered services within the Medicaid Managed Care benefit package as set forth in the Agreement between the MCO and DOH. This provision shall not prohibit the Provider, unless the MCO is a Managed Long Term Care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to a covered person, provided that Provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of services covered by the MCO, and/or Provider is uncertain as to whether a service is covered, the Provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason and shall supersede any oral or written agreement now existing or hereafter entered into between Provider and enrollee or person acting on his or her behalf.

2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the Provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the Provider. However, with respect to enrollees eligible for medical assistance or participating in Child Health Plus, the Provider shall maintain and make available to the MCO records reflecting COB proceeds collected by the Provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.
3. If the Provider is a health care professional licensed, registered or certified under Title 8 of the Education Law, the MCO or the IPA/ACO must provide notice to the Provider at least ninety (90) days prior to the effective date of any adverse reimbursement arrangement as required by Public Health Law §4406-c(5-c). Adverse reimbursement change shall mean a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. This provision does not apply if the reimbursement change is required by law, regulation or applicable regulatory authority; is required as a result of changes in fee schedules, reimbursement methodology or payment policies established by the American Medical Association current procedural terminology (CPT) codes, reporting guidelines and conventions; or such change is expressly provided for under the terms of this Agreement by the inclusion or reference to a specific fee or fee schedule, reimbursement methodology, or payment policy indexing scheme.
4. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR §422.208, and 42 CFR §422.210 into any contracts between the contracting entity (Provider, IPA/ACO, hospital,

etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.

5. The parties agree that, where required by Public Health Law §4903, a claim for certain continued, extended, or additional health care services cannot be denied on the basis of medical necessity or a lack of prior authorization while a utilization review determination is pending if all necessary information was provided within the required timeframes and under the circumstances described in Public Health Law §4903.
6. The parties agree to follow Section 3224-a of the Insurance Law providing timeframes for the submission and payment of Provider claims to the MCO.
7. The parties agree to follow Section 3224-b(a) of the Insurance Law requiring an MCO to accept and initiate the processing of all claims submitted by physicians that conform to the American Medical Association's Current Procedural Technology (CPT) codes, reporting guidelines and conventions, or to the Centers for Medicare and Medicaid Services' Healthcare Common Procedure Coding System (HCPCS).
8. The parties agree to follow Section 3224-b(b) of the Insurance Law prohibiting an MCO from initiating overpayment recovery efforts more than 24 months after the original payment was received by a health care Provider, except where: (1) the plan makes overpayment recovery efforts that are based on a reasonable belief of fraud or other intentional misconduct or abusive billing; (2) for the Medicaid Managed Care and Family Health Plus programs, the overpayment recovery period for such programs is six years from date payment was received by the health care Provider with written notice 30 days prior to engaging in overpayment recovery efforts. Such notice must state the patient's name, service date, payment amount, proposed adjustment, and a reasonably specific explanation of the proposed adjustment.
9. The parties agree to follow Section 3224-c of the Insurance Law providing that claims cannot be denied solely on the basis that the MCO has not received from the member information concerning other insurance coverage.
10. The parties agree that this contract does not waive, limit, disclaim, or in any way diminish the rights that any Provider may have pursuant to Section 3238 of the Insurance Law to the receipt of claims payment for services where preauthorization was required and received from the appropriate person or entity prior to the rendering of the service.
11. The parties agree that for a contract involving Tier 2 or 3 arrangements as described in Section VII.B of the Guidelines, the contract must:
 - a. Provide for the MCO's ongoing monitoring of Provider financial capacity and/or periodic Provider financial reporting to the MCO to support the transfer of risk to the Provider; and

- b. Include a provision to address circumstance where the Provider's financial condition indicates an inability to continue accepting such risk; and
 - c. Address MCO monitoring of the financial security deposit, describing the method and frequency of monitoring and recourse for correcting underfunding of the deposit to be maintained by the MCO; and
 - d. Include a provision that the Provider will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH.
12. The parties agree that for any contract involving an MCO and IPA/ACO, the contract must include provisions whereby:
- a. The parties expressly agree to amend or terminate the contract at the direction of DOH (applies to Tier 1, Tier 2, and Tier 3);
 - b. The IPA/ACO will submit annual financial statements to the MCO, as well as any additional documents required by the MCO as necessary to assess the IPA/ACO's progress towards achieving value based payment goals as specified in the Roadmap, and the MCO will notify DOH of any substantial change in the financial condition of the IPA/ACO (applies to Tier 2 and Tier 3); and
 - c. The IPA/ACO will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH (applies to Tier 2 and Tier 3); and
 - d. The parties agree that all Provider contracts will contain provision prohibiting Providers, in the event of a default by the IPA/ACO, from demanding payment from the MCO for any covered services rendered to the MCO's enrollees for which payment was made by the MCO to the IPA/ACO pursuant to the risk agreement (applies to Tier 2 and Tier 3).

D. Records and Access

1. Pursuant to appropriate consent/authorization by the enrollee, the Provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO (and IPA/ACO if applicable) for purposes including preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements (QARR)), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Manager analysis and recovery of overpayments due to fraud and abuse. The Provider will also make enrollee's medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Provider shall provide copies of such records to DOH at no cost. The Provider (or IPA/ACO if applicable) expressly acknowledges that the Provider shall also provide to the MCO and the State (at no expense to the State), on request, all financial data

and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.

2. When such records pertain to Medicaid reimbursable services, the Provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.
3. The parties agree that medical records shall be retained for a period of six years after the date of service, and in the case of a minor, for three years after majority or six years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.
4. The MCO and the Provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the Provider will obtain consent from enrollees at the time of service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA/ACO or to third parties. If the Agreement is between an MCO and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees to require the Providers with which it contracts to agree as provided above. If the Agreement is between an IPA/ACO and a Provider, the Provider agrees to obtain consent from the enrollee if the enrollee has not previously signed consent for disclosure of medical records.

E. Termination and Transition

1. Termination or non-renewal of an agreement between an MCO and an IPA/ACO, institutional network Provider, or medical group Provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA/ACO and an institutional Provider or medical group Provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination by the MCO may be effected on less than 45 days' notice provided the MCO demonstrates to the satisfaction of DOH, prior to termination, that circumstances exist which threaten imminent harm to enrollees or which result in Provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.
2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-renewal, and an opportunity for a review as required by state law.

The MCO shall provide the health care professional 60 days' notice of its decision to not renew this Agreement.

3. If this Agreement is between an MCO and an IPA/ACO, and the Agreement does not provide for automatic assignment of the IPA/ACO's Provider contracts to the MCO upon termination of the MCO/IPA/ACO contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA/ACO's Providers agree, that the IPA/ACO Providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever occurs first. This provision shall survive termination of this Agreement regardless of the reason for the termination.
4. Continuation of Treatment. The Provider agrees that in the event of MCO or IPA/ACO insolvency or termination of this contract for any reason, the Provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the subscriber contract or Medicaid Managed Care contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. **For purposes of this clause, the term "Provider" shall include the IPA/ACO and the IPA/ACO's contracted Providers if this Agreement is between the MCO and an IPA/ACO.** This provision shall survive termination of this Agreement.
5. Notwithstanding any other provision herein, to the extent that the Provider is providing Health Care Services to enrollees under the Medicaid Program, the MCO or IPA/ACO retains the option to immediately terminate the Agreement when the Provider has been terminated or suspended from the Medicaid Program.
6. In the event of termination of this Agreement, the Provider agrees, and, where applicable, the IPA/ACO agrees to require all participating Providers of its network to assist in the orderly transfer of enrollees to another Provider.

F. Arbitration

To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation and copies of all decisions.

G. IPA/ACO-Specific Provisions

Any reference to IPA/ACO Quality Assurance (QA) activities within this Agreement is limited to the IPA/ACO's analysis of utilization patterns and quality of care on its own behalf and as a service to its contractual Providers.

**APPENDIX L
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of the Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment or modification of this Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, the Provider shall complete and submit Standard Form-LLL "Disclosure Form to Reporting Lobby," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction pursuant to U.S.C. Section 1352. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: _____

TITLE: DEPUTY COUNTY EXECUTIVE

ORGANIZATION: Albany County (on behalf of the Albany County Dept. of Health)

NAME: (Please Print) Philip F. Calderone

SIGNATURE:  3/8/19

APPENDIX B

MEDICARE ADVANTAGE CONTRACT TERMS

MVP Health Plan, Inc. (“MVP HP”) has contracted with the Centers for Medicare & Medicaid Services (“CMS”) to offer Medicare Advantage plans to eligible Medicare beneficiaries.

MVP HP would like to engage the services of Ancillary Provider to furnish the services set forth in the Agreement under MVP HPs’ Medicare Advantage program.

MVP HP must comply with the statutory and regulatory requirements regarding the Medicare Advantage program.

Notwithstanding any other provision of this Agreement, the parties agree to be bound by the following provisions which are hereby made a part of the Agreement.

SECTION 1. Definitions

- 1.1 “Medicare Advantage program” means the plan or plans offered by MVP HP pursuant to its contract with CMS to offer such plans under the authority of Title 18, Part C of the Social Security Act.
- 1.2 “Medicare Advantage Enrollees” means eligible individuals enrolled in MVP HP’s Medicare Advantage program.
- 1.3 “Emergency Services” means, notwithstanding the Agreement and for purposes of providing services under MVP HP’s Medicare Advantage program, Covered Services that are furnished by a Ancillary Provider that is qualified to furnish such services under Medicare that are needed to evaluate or stabilize an Emergency Medical Condition.
- 1.4 “Emergency Medical Condition” means, notwithstanding the Agreement and for purposes of providing services under MVP HP’s Medicare Advantage program, a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

SECTION 2. Interpretation and relationship to Agreement

- 2.1 To the extent there is a conflict between the terms of this Appendix and any terms of the Agreement, the terms of this Appendix shall govern as they apply to MVP HPs’ Medicare Advantage program. Otherwise, the provisions of the Agreement also apply with regard to MVP HPs’ Medicare Advantage program.

2.2 Ancillary Provider and MVP HP intend that the terms of the Agreement, as amended herein, as they relate to the provision of services under the Medicare Advantage program shall be interpreted in a manner consistent with applicable requirements under Medicare law.

SECTION 3. Delegation and General Obligations of Ancillary Provider as Subcontractor

3.1 Ancillary Provider acknowledges that MVP HP delegates the responsibilities set forth in the Agreement. Ancillary Provider further acknowledges that MVP HP may only delegate such responsibilities in a manner consistent with the standards set forth under 42 CFR §422.504(i)(3) and (i)(4).

3.2 Ancillary Provider agrees that MVP HP may revoke this delegation and thereby terminate the Agreement if Ancillary Provider does not perform satisfactorily and if any of Ancillary Provider's reporting and disclosure obligations are not fully met in a timely manner.

3.3 Ancillary Provider shall provide the services set forth in the Agreement to the extent that those services are covered under the MVP HP Medicare Advantage program and within the scope of Ancillary Provider's licensure or certification.

3.4 Ancillary Provider agrees to cooperate with MVP HP by providing all information necessary for MVP HP to meet its reporting obligations under 42 CFR §§422.516 and 422.310, including but not limited to, providing data necessary to characterize the context and purpose of each service furnished to a MVP HP Medicare Advantage Enrollee.

3.5 Ancillary Provider acknowledges that MVP HP shall oversee and monitor Ancillary Provider's performance on an ongoing basis. Ancillary Provider further acknowledges that MVP HP is accountable to CMS for the functions and responsibilities described in the Medicare Advantage contract and regulatory standards.

3.6 Ancillary Provider agrees to comply, and to require any and all of its subcontractors and employees to comply, with all applicable Medicare laws, regulations, and CMS instructions. Further, Ancillary Provider agrees that any services provided by Ancillary Provider or its subcontractors to MVP HP's Medicare Advantage Enrollees or potential Medicare Advantage Enrollees will be consistent with and will comply with MVP HP's Medicare Advantage contractual obligations.

3.7 Ancillary Provider agrees to comply, and to require all of its subcontractors to comply, with all applicable MVP HP policies and procedures in performing its responsibilities under the Agreement and this Appendix.

3.8 Ancillary Provider agrees to provide fraud, waste and abuse training to its employees in accordance with CMS requirements. MVP shall have the right to audit Ancillary Provider's fraud, waste and abuse training programs to ensure compliance with CMS requirements. Pursuant to such an audit Ancillary Provider may be required to provide documentation to

MVP that demonstrates Ancillary Provider's compliance with CMS fraud, waste and abuse training requirements.

SECTION 4. Requirements Related to Maintenance and Provision of Enrollee Records and Data

- 4.1 Ancillary Provider agrees to maintain records, documents and any other information relating to MVP HP's Medicare Advantage Enrollees and this Agreement for ten (10) years or such longer period as required by law. Ancillary Provider acknowledges that HHS may evaluate the quality, appropriateness and timeliness of services furnished to Medicare Advantage Enrollees; Ancillary Provider's and MVP HP's facilities and any enrollment and disenrollment records. Ancillary Provider further acknowledges that HHS, the Comptroller General, or their designees have the right to inspect any books, contracts, medical records, patient care documentation, and other records of Ancillary Provider, or its subcontractors or transferees involving transactions related to MVP HP's Medicare Advantage contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR §422.504(e)(4).
- 4.2 Ancillary Provider agrees to maintain medical, financial and administrative records related to Covered Services rendered by Ancillary Provider under the Agreement in an accurate and timely manner. Ancillary Provider agrees to abide by all Federal and State laws regarding confidentiality and disclosure for medical records, other health information, and Enrollee information, including, but not limited to Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder. In addition, Ancillary Provider agrees to abide by the confidentiality requirements established by MVP HP and the Medicare Advantage program.

SECTION 5. Compensation and Hold Harmless

- 5.1 MVP HP agrees to pay Ancillary Provider for services furnished to Medicare Advantage Enrollees in the manner and amount set forth in the Agreement and this Appendix. MVP HP agrees to pay Ancillary Provider within thirty (30) days of receipt by MVP HP of a clean claim for services furnished to a Medicare Advantage Enrollee.
- 5.2 Ancillary Provider agrees that in no event, including but not limited to non-payment by MVP HP, insolvency of MVP HP or breach of the Agreement, shall the Ancillary Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage Enrollee or persons other than MVP HP acting on their behalf for services provided pursuant to the Agreement and this Appendix. This provision does not prohibit the collection of coinsurance or copayments on MVP HP's behalf made in accordance with the terms of the Medicare Advantage Enrollee's Benefits Plan.

Ancillary Provider agrees that, in the event of MVP HP's insolvency or other cessation of operations, services to Medicare Advantage Enrollees will continue through the period for which the CMS payment has been paid to MVP HP, and services to Medicare Advantage

Enrollees confined in an inpatient Ancillary Provider on the date of insolvency or other cessation of operations will continue until their discharge.

Ancillary Provider further agrees that (i) these hold harmless and continuation of benefits provisions shall survive the termination of the Agreement and this Appendix regardless of the cause giving rise to the termination and shall be construed to be for the benefit of Medicare Advantage Enrollees, and that (ii) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between MVP HP, a subcontractor or Ancillary Provider and a Medicare Advantage Enrollee or persons acting on their behalf that relates to liability for payment for, or continuation of, covered services provided under the terms and conditions of these clauses.

5.3 Ancillary Provider may not bill a Medicare Advantage Enrollee for non-covered services unless, prior to furnishing the service, Ancillary Provider informs the Enrollee that the services will not be covered and the Enrollee will be financially liable, and Ancillary Provider obtains the Enrollee's written acknowledgement of such financial liability.

SECTION 6. Credentialing

6.1 Ancillary Provider agrees to cooperate with the MVP HP's process for credentialing and recredentialing Ancillary Providers, including but not limited to, providing the necessary information and, as necessary, disclosure of information authorizations for MVP HP to determine whether Ancillary Provider meets MVP HP and Medicare Advantage standards and requirements for participating Ancillary Providers.

APPENDIX C

GOVERNMENT PROGRAM CONTRACT TERMS

MVP Health Plan, Inc. (“MVP HP”) and Ancillary Provider wish to provide or arrange for certain Covered Services to be provided to MVP HP Members enrolled in Medicaid Managed Care, Child Health Plus, and/or Health and Recovery Plan programs (“Government Program Members”);

Notwithstanding any other provision of this Agreement, the parties agree to be bound by the following provisions which are hereby made a part of the Agreement.

1. The term “Government Program” as used in this Appendix shall mean the Medicaid Managed Care, Child Health Plus, and/or Health and Recovery Plan programs as governed by the Model Contract as defined herein.
2. The term “Member” as used in the Agreement shall include Government Program Members.
3. The term “Model Contract” as used in this Appendix shall mean the Model Medicaid Managed Care Contract between MVP HP and SDOH.
4. The term “Plan” as used in the Agreement shall include Medicaid Managed Care, Child Health Plus, and/or Health and Recovery Plan programs offered by MVP HP. The Term “Subscriber Contract” as used in this Agreement shall include the Model Contract.
5. The term “SDOH” as used in this Appendix shall mean the New York State Department of Health.
6. MVP agrees to compensate Ancillary Provider for Ancillary Provider Services with respect to Government Program Members as set forth on Schedule B-2.
7. To the extent MVP HP enrolls individuals in a Government Program Plan, this Appendix incorporates into the Agreement the pertinent provisions of the Model Contract as if set forth fully herein.
8. To the extent the New York State Department of Health Standard Clauses, attached to the Agreement as Exhibit A, references Medical Assistance or Medicaid Managed Care, this Appendix shall incorporate such references as also referring to Child Health Plus and Health and Recovery Plan programs, where applicable.

9. To the extent that a Ancillary Provider provides or arranges for certain Covered Services to be provided to Government Program Members, MVP HP, notwithstanding any other provision herein, retains the option to immediately terminate such Ancillary Provider's MVP HP participation status in the event such Ancillary Provider has been terminated or suspended from the Medicaid Program, as such term is used in the DOH Standard Clauses.
10. Ancillary Provider agrees that SDOH, the Office of the Medicaid Inspector General ("OMIG") and any state or federal agency charged with the duty of identifying, investigation, sanctioning or prosecuting suspected fraud, abuse or waste shall have the right to audit Ancillary Provider regarding the services performed herein. Ancillary Provider shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to SDOH or its authorized agent(s), OMIG, or other units of federal and state government with jurisdiction over the subject matter herein.
11. Ancillary Provider agrees to regular monitor its employees, staff and any subcontractors for (i) criminal activities, including, but not limited to those related to fraud and abuse and (ii) for inclusion on the List of Excluded Individuals and Entities ("LEIE") or any comparable .list that identifies individuals and entities excluded from participation in the Medicare or Medicaid Programs. In the event that Ancillary Provider suspects or determines that an employee, staff member or subcontractor has engaged in criminal activity, or has been identified as an Excluded Individual or Entity, Ancillary Provider shall report to MVP HP the suspected or confirmed criminal or exclusionary activity of an employee, staff, or subcontractors, MVP HP may require Ancillary Provider to terminate or otherwise exclude the affected individual or entity from participating from the provision of services under this Agreement. Ancillary Provider's failure to comply with the provisions of this paragraph shall be grounds for immediate termination pursuant to Article XII of the Agreement.
12. MVP shall retain the right, upon reasonable notice to Ancillary Provider, to audit the Covered Services Ancillary Provider renders pursuant to this Agreement to ensure compliance with (i) MVP HP Protocols; (ii) MVP HP's Fraud and Abuse Plan; (iii) Ancillary Provider's monitoring of all employees and subcontractors for criminal activities, fraud and abuse activities and IEIE status; and (iv) any other requirements of the Model Contract.
13. As applicable, the Parties will comply with the rules applicable to the Physician Incentive Plan ("PIP") Regulations contained in 42 C.F.R. 417.479 and 42 C.F.R. 434.70, and no specific payment will be made directly or indirectly under a Plan to a Participating Ancillary Provider as an inducement to reduce or limit Medically Necessary services furnished to a Government Program Member. Ancillary Provider, if applicable, shall annually provide MVP HP with information on its PIP in an accurate and timely manner, in the format requested by the DOH.

14. MVP HP shall retain the right to recover any overpayments under this Agreement, including but not limited to those that are a result of (i) retroactive disenrollment; (ii) lack of medical necessity; (iii) a determination that the services rendered is not a Covered Service; (iv) duplicate payment; or (v) suspected fraud and abuse. MVP HP and Hospital shall comply with New York Insurance Law Section 3224-b, which requires that MVP HP give Ancillary Provider thirty (30) days advance written notice before MVP HP engages in overpayment recovery efforts seeking recovery of overpayments, other than those related to duplicate payments. Such notice shall state the patient name, services date, payment amount, proposed adjustment and provide a reasonably specific explanation of the proposed adjustment. Ancillary Provider may challenge any overpayment recovery pursuant to MVP HP's policies and procedures, provided such challenge sets forth the specific grounds on which Ancillary Provider is challenging the overpayment recovery.
15. If Ancillary Provider is compensated by capitation, Ancillary Provider shall electronically submit Encounter Data to MVP HP no less than twice a month, on dates determined by MVP HP, or such shorter period necessary for MVP HP to comply with laws, regulations or the Model Contract. Ancillary Provider shall represent and warrant that all submitted Encounter Data is an accurate and complete representation of the Covered Services provided to Government Program Members.
16. As applicable, Ancillary Provider agrees that submission of the following information is a condition precedent to being credentialed as a MVP HP Participating Provider eligible for payment for covered services to Government Program Members:
 - (a) License Number
 - (b) National Provider Identifier Number ("NPI")
 - (c) All ownership, control and relationship information required by the applicable Government Contract, including the identity of any person or entity on the LEIE that controls Hospital; and
 - (d) All business transaction information required by the Model Contract.
17. Deficit Reduction Act. To the extent that Ancillary Provider provides or arranges for Covered Services to be provided to Government Program Members, Ancillary Provider shall in accordance with Section 6032 of the Deficit Reduction Act of 2005 ("DRA"), comply with MVP HP's Fraud and Abuse Prevention Policy, as revised from time to time by MVP HP. Ancillary Provider shall make available to all employees and agents, and to the extent required by DRA, its contractors, including but not limited to subcontracted Providers, a copy of and MVP HP's Fraud and Abuse Prevention Policy, including specific discussion of the provision of MVP HP's Fraud and Abuse Prevention Policy in an employee handbook, if Ancillary Provider has an employee handbook. Upon request from MVP HP, Ancillary Provider agrees to submit to MVP HP a statement certifying that Ancillary Provider complies with all applicable requirements, Federal and State, associated with MVP HP's Fraud and Abuse Prevention Policy and the DRA. Ancillary Provider shall cooperate fully with MVP HP in any examination of the

implementation of the MVP HP Fraud and Abuse Prevention Policy and shall provide any and all assistance requested by Health Plan, CMS, SDOH, OMIG and/or any law enforcement agency or any prosecutorial agency in the investigation and prosecution of fraud and abuse and related crimes.

18. To the extent any provision of this Appendix is inconsistent with any provision of the Agreement, other than the Standard Clauses, the provision hereto shall control with regard to Government Program Members only. All other terms and conditions of the Agreement shall remain in full force and effect.

APPENDIX D

PROVIDER CONTRACT TERMS

PAGE INTENTIONALLY LEFT BLANK

SCHEDULE A

ANCILLARY PROVIDER SERVICES

TIN 146002563

For each Immunization administered to a Participant, Company will reimburse at the rates set forth below, reduced by any applicable Co-payment fee received.

For any Clinic Services administered to a Participant, Company will reimburse at the rates set forth below, reduced by any applicable Co-payment fee received.

The appropriate Tax ID, NPI, and Taxonomy codes must be billed to ensure reimbursement.

SCHEDULE B
COMPENSATION

Name of County Health

Tin# 146002563

Vaccines will be priced at AWP -5%. The generic will be used when available and pricing will be based on multi-dose vials

Quarterly drug reimbursement updates will be made on February 1, May 1, August 1 and November 1 of each year, using AWP figures as published by Medicare in the preceding December, March, June and September, respectively.

Flu and Pneumococcal vaccines must be billed with G0008 and G0009 and will be reimbursed as follows:

G0008	Administration of influenza virus vaccine	\$14.00
G0009	Administration of pneumococcal vaccine	\$14.00

All other services will be reimbursed at prior year Medicare RBRVS at the following percentages

Commercial/ASO/Cigna	108% of prior year RBRVS
Medicare	102% of prior year RBRVS
Medicaid/Essential Plans	80% of prior year RBRVS

MVP uses prior year Medicare RBRVS geographically adjusted for rate our region. RVU's may be found at the CMS website:

<http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Relative-Value-Files.html>

APPENDIX E

NOTICE OF AMENDMENT TO MVP PARTICIPATING PHYSICIAN AGREEMENT MVP PARTICIPATING PRACTITIONER AGREEMENT NEW YORK

NOTICE OF AMENDMENT, by MVP Health Plan, Inc., MVP Select Care, Inc., and MVP Affiliates (hereinafter collectively referred to as “MVP”) to Physician or Practitioner. MVP and Physician or Practitioner may each be referred to as a “Party” or collectively as the “Parties.”

1.6 RECITALS

WHEREAS, Physician or Practitioner previously entered into a Participating Physician or Practitioner Agreement with MVP, as amended (collectively, the “Agreement”) to provide Medically Necessary Covered Services to MVP Members; and

WHEREAS, MVP has entered into an arrangement with Connecticut General Life Insurance Company (hereinafter referred to as “CIGNA”) whereby MVP arranges for the provision of MVP’s network of providers to also provide Medically Necessary Covered Services to CIGNA Members; and

WHEREAS, Physician or Practitioner wishes to provide Medically Necessary Covered Services to such CIGNA Members in the MVP service area; and

WHEREAS, pursuant to the Amendment section of the Agreement, MVP hereby provides notice to Physician/Practitioner of this Amendment.

NOW THEREFORE, the Agreement is amended as follows:

1. The Effective Date of this Amendment shall be upon MVP’s signature of your MVP Participating Practitioner Agreement.
2. The definition of Member is modified by adding the following:

Member also means (i) any individual, and his or her eligible dependents, who, through an agreement with CIGNA that is entered into by such individual or by a group or group remitting agent on his or her behalf, may receive benefits from CIGNA pursuant to the terms of a Subscriber Contract; and (ii) any individual, and his or her eligible dependents who obtains benefits through a self-funded employer welfare benefit plan sponsored by his or her employer or a similar arrangement for which CIGNA provides administrative services.

3. The definition of Plan is modified by adding the following:

Plan also means any health benefit or similar plan provided to Members pursuant to the terms of a Subscriber Contract now existing or hereafter offered or administered, in whole or part, by CIGNA, including, without limitation, fully insured plans, administrative services only plans, network access plans, small group plans, gatekeeper model plans, and exclusive provider plans, for which MVP has agreed to provide a provider network in the MVP service area. Plans may be modified from time to time in MVP's or CIGNA's sole discretion, subject to applicable regulatory approval; provided that each self-funded group retains the authority and sole discretion to amend or terminate its Plan at any time.

4. The definition of Subscriber Contract is modified by adding the following

Subscriber Contract means any agreement, contract, certificate, policy, plan document or any other enforceable HMO or insurance instrument and any amendment thereto issued, administered or sponsored, in whole or part, by CIGNA, under which a Member may receive Covered Services or benefits for Covered Services. Subscriber Contract also means any summary plan description or similar document and any amendment thereto issued administered or sponsored, in whole or part, by CIGNA on behalf of a self-funded group under which a Member may receive Covered Services or benefits for Covered Services.

5. CIGNA has entered into an agreement with MVP whereby MVP arranges for the provision of a network of providers in the MVP service area that will provide Covered Services to CIGNA Members under the terms of the CIGNA Subscriber Contracts and Plans, and whereby CIGNA agrees to abide by the terms of this Agreement. Physician or Practitioner understands that CIGNA is obligated to provide benefits for Covered Services to CIGNA Members in accordance with CIGNA Subscriber Contracts and Plans and that it is within the sole discretion of CIGNA to determine the eligibility of CIGNA Members and whether a service is a Covered Service under CIGNA's Plans and Subscriber Contracts.
6. MVP shall require CIGNA to provide its Members with a means of identifying themselves to Physician or Practitioner as covered under a Plan for the provision of Covered Services through MVP's network, including the name or logo of MVP, Plan name, CIGNA name, and/or contact information for benefits inquiries, eligibility verification, addresses for claims submission, and other necessary information including instructions for obtaining preauthorization when required.
7. When providing Covered Services to CIGNA Members within the MVP service area, Physician or Practitioner shall contact CIGNA for Eligibility Verification and compliance with Protocols, Rules, Policies and Procedures, including utilization management/review, shall submit and appeal claims to CIGNA in accordance with CIGNA's Protocols, shall accept the Compensation provided for in the Agreement as payment in full for Covered Services rendered to such CIGNA Members, and shall be bound by the Member Non-

Liability (Hold Harmless) obligations set forth in the Agreement. MVP may assist Physician or Practitioner with Eligibility Verification and Compliance with Protocols, Rules, Policies and Procedures for CIGNA Members. MVP may also assist Physician or Practitioner in resolving claims and appeals involving CIGNA Members.

8. The Provider Directory and Marketing Materials or similarly captioned section of the Agreement is modified by adding the following:

Physician or Practitioner permits the use of his or her name, address, telephone number, and other professional demographics (as applicable within the MVP service area), in CIGNA'S lists of Participating Providers and such other listings, directories and publications as CIGNA may produce from time to time, and in any marketing or advertising materials. When so listed, Physician or Practitioner and CIGNA shall have the right to designate and make public reference to Physician or Practitioner as a Participating Provider.

9. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, MVP has executed this Amendment to be effective as set forth above.

**MVP HEALTH PLAN, INC.
MVP SELECT CARE, INC.
MVP AFFILIATES**

By:  _____
Name: Karla Auster
Title: CFO
Date: 2/13/19

**SCHEDULE C
PROVIDER SITE INFORMATION**

1) Primary Address #1 (**all correspondence**, referrals and authorizations)

175 Green Street, Albany, NY 12202

Provider Name: Albany County Health Department

Street: 175 Green Street

P.O. Box: _____

City: Albany State: NY Zip + 4: 12202-2011

Telephone: 518-447-2089 Fax: 518-447-4698

Contracting Contact Person: Jeannine Carney

Contact Email: Jeannine.Carney@AlbanyCountyny.gov

Service Area: Article 28 Diagnostic and Treatment Center

NPI Provider Numbers (including subparts) for Primary Address #1 1851401186

NPI Number 1134369689 NPI Name (and/or Title) Elizabeth Whalen, MD, MPH Commissioner of Health

Richard Gullot MD NPI #1720016447, Carla Suna NP NPI #1457477762, Pat Gaynor NP NPI#1861563108

Medicare Number: 337062

Medicaid Number: 00473616

Operating Certificate Number: **0101202R**

Permanent Facility Identifier (PFI): M562-Limited Laboratories Registration

CLIA certification number: N/A

Are you subject to the Health Care Reform Act (HCRA) Surcharge? No

2) Vendor Address #2 (**Remittance address**, all EOBs and checks will go to this address)

*If you have multiple billing addresses you may provide the information via an attachment to this questionnaire. Please indicate corresponding Tax ID # next to each billing address.

Provider Name: Albany County Health Department

Tax ID #: 146002563

Street: 175 Green Street

P.O. Box: _____

City: Albany State: NY Zip + 4: 12202-2011

Telephone: 518-447-2089 Fax: 518-447-4698

Billing Contact Person: Jeannine Carney

Contact Email: Jeannine.Carney@AlbanyCountyny.gov

Albany County Request for Contract Approval

Contract #	2022-681
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A4010 - Health
Date Submitted	Monday, December 05, 2022
Contact Person	Morin, Maegan
Contact Phone	1 (518) 447-4587
Vendor Info	Richard F. Gullott, M.D. 83 Baldwin Road, Schenectady, New York 12302
Estimated Amount	\$99,999.00
Estimated Term	1/1/2023 to 12/31/2025
Scope of Services	<p>Contractor shall execute to entire work described in this contract which includes, but is not limited to:</p> <ul style="list-style-type: none"> • Interpreting chest x-rays for tuberculosis evaluation, diagnosis, and treatment; • Evaluating and treating tuberculosis conditions • Reviewing patient charts and chest x-rays, • Ordering treatment and tests related to tuberculosis as needed. • Indicating instructions for treatment follow-up to patient and to clinic staff; • Providing patient education • Providing consultation for mid-level providers on tuberculosis conditions, • Maintaining certification to perform cardiopulmonary resuscitation (BLS) <p>Sessions of 3 hours minimum at a rate of \$135 per hour or \$405 per session.</p>
Budget Line Item	AA4010 - 44046 - - -
Fiscal Impact	County: 64.00% State: 36.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
County Executive

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: December 6, 2022

RE: Dr. Richard Gullott

Albany County DOH is requesting to contract with Dr. Richard Gullott for pulmonology services related to tuberculosis. Dr. Gullott has been providing pulmonology services to the Health Department since 2007. We are requesting a contract, amount not to exceed \$99,999, with a term of January 1, 2023 to December 31, 2025.

Dr. Gullott provides interpretation of chest x-rays for tuberculosis evaluation, orders treatment and tests related to tuberculosis as needed, indicates instructions for treatment follow-up to patients and clinic staff and provides patient education. Fee is \$135 per hour, an increase from \$115 per hour in the prior contract. Invoices for the last 3 year contract totaled \$60,202.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND RICHARD F. GULLOTT, M.D.

Contract No. 5459 of 2020

This is an Agreement made by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereafter referred to as the "County") acting on behalf of the Albany County Health Department (hereafter referred to as "Health"), and Richard F. Gullott, M.D., 83 Baldwin Road, Schenectady, New York 12302 (hereafter referred to as "Contractor"). Health, County and Contractor may each be referred to individually as the "Party" or together as the "Parties" as appropriate.

WITNESSETH:

WHEREAS, the County requires physician services relative to the tuberculosis control program;
and

WHEREAS, the Contractor has the ability to provide the services required and has submitted an accepted proposal for such services; and

WHEREAS, the County has accepted the proposal of the Contractor to provide the aforementioned physician services; and

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

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

ARTICLE 1. SCOPE OF SERVICES

1.1 Contractor shall execute to entire work described in this contract which includes, but is not limited to:

- Interpreting chest x-rays for tuberculosis evaluation, diagnosis, and treatment;
- Evaluating and treating tuberculosis conditions
- Reviewing patient charts and chest x-rays,
- Ordering treatment and tests related to tuberculosis as needed.
- Indicating instructions for treatment follow-up to patient and to clinic staff;
- Providing patient education
- Providing consultation for mid-level providers on tuberculosis conditions,
- Maintaining certification to perform cardiopulmonary resuscitation (BLS)

1.2. All sessions shall be conducted in accordance with a schedule to be mutually agreed upon between the Parties.

1.3 The quality of service by Contractor shall be subject to the inspection and evaluation by Health, or designee.

ARTICLE 2. CONSIDERATION AND PAYMENT

2.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY-NINE THOUSAND, NINE HUNDRED NINETY-NINE AND 99/100 (\$99,999.99) DOLLARS (US CURRENCY) payable for sessions of three (3) hours minimum at a rate of ONE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$115.00) per hour or THREE HUNDRED FORTY-FIVE AND 00/100 (\$345.00) DOLLARS per session, or as may otherwise be determined by the Parties in accordance with County procedures, as full compensation for all services rendered under this Agreement.

2.2 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, approved by the Albany County Department of Health, detailing services rendered, including dates and types of services, to the Director of the Health Department or designee. Upon acceptance after review as to form and content by the County, Contractor's claim form shall be submitted to the Albany County Comptroller for payment.

ARTICLE 3. TERM

The term of this agreement shall commence on January 1, 2020, and shall continue in effect through the close of business on December 31, 2022.

ARTICLE 4. AVAILABLE DATA

The Parties shall, without expense to each other, share all technical or other data relative to the work of this Agreement upon reasonable authorized request.

ARTICLE 5. EXTRA WORK

If the Contractor is of the opinion that any service 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 of 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 not constitute extra work, the County shall provide additional compensation on a negotiated basis.

ARTICLE 6. COOPERATION

The Parties shall cooperate with each other, their respective employees, agents, and officers to the end that the services described here may proceed expeditiously and economically.

ARTICLE 7. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon reasonable request and shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 8. ASSIGNMENT

Pursuant to Sec. 109 of the NYS General Municipal Law, Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest herein, without prior written consent of the County.

ARTICLE 9. OWNERSHIP OF MATERIALS

All records, forms, reports, statistics, and materials created or maintained by the Contractor shall be and remain property of the County, subject to all pertinent confidentiality provisions of law and regulation.

ARTICLE 10. RELATIONSHIP

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, agents, representatives, or employees of the County.

ARTICLE 11. INDEMNIFICATION

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, or its employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 12: INSURANCE

Contractor shall procure and maintain, without expense to the County, until final acceptance by the County of the services covered under this Agreement, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof in its entirety. Before commencing any work under this Agreement, Contractor shall furnish to the County a certificate(s) showing that the requirements of this article are met. The certificate(s) shall provide that the policy shall be changed or canceled until thirty (30) days prior written notice is received by the County in that regard. The "County of Albany" shall be named as an additional insured on all certificates.

ARTICLE 13. NON-APPROPRIATION

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 14. 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 15. CONFIDENTIALITY

Contractor shall maintain the confidentiality of all patient information and any information and any information regarding the County which could be considered confidential or proprietary. This excludes records and information relative to the reporting of patient abuse required by law.

ARTICLE 16. TERMINATION

The County Shall have the right at any time to terminate, without cause, the services required of Contractor.

In the event of the termination of this Agreement, Contractor shall be entitled to compensation for all services therefore authorized by the County and performed. Additionally, in the event of termination, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the County or its duly authorized representative. In the case of the failure of the Contractor to make such delivery on demand, Contractor shall be liable to the County for any damages that the County may sustain by reason thereof.

ARTICLE 17. CHANGE IN LEGAL STATUS

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 thirty (30) days prior written notice of any such change or dissolution.

ARTICLE 18. INVALID PROVISIONS

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

ARTICLE 19. LICENSES

Contractor, its employees and agents, if any, shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this Agreement, if any, and shall comply with all applicable laws, rules and regulations.

ARTICLE 20. MODIFICATION

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

ARTICLE 21. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York. The designated venue is Albany County, New York.

ARTICLE 22. NOTICE

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by certified mail/return receipt requested to:

Contractor

Richard F. Gullot, M.D.
83 Baldwin Road
Schenectady, New York 12302

County of Albany

Commissioner of Health
Albany County Health Dept.
175 Green Street, P.O. Box 678
Albany, New York 12207

ARTICLE 23. AUDITS

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

ARTICLE 24. MACBRIDE PRINCIPLES

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 25. REMEDY FOR BREACH

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

ARTICLE 26. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Contractor, 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 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 of Civil Rights policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth in Schedule B of this Agreement, attached hereto and made a part hereof.

ARTICLE 27. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the Parties and shall supersede any and all other agreements. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Agreement, and that neither Party has relied on such prior statements or representation in connection with this Agreement.

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

COUNTY OF ALBANY

DATED: _____

BY: _____

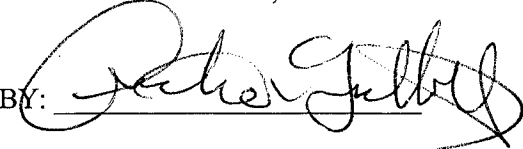
Daniel P. McCoy
Albany County Executive

or

Daniel C. Lynch, Esq.
Deputy County Executive

RICHARD GULLOTT, M.D.

DATED: 4-10-2020

BY: 

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

On the ____ day of _____, 2020, 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 ____ day of _____, 2020, before me, the undersigned, personally appeared DANIEL C. LYNCH, ESQ., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the 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 Schenectady) SS.:

On the 10 day of April, 2020, before me, the undersigned, personally appeared Richard Ansellott 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.

Debra A. Lindsay
NOTARY PUBLIC

DEBRA A. LINDSAY
Notary Public, State of New York
Qualified in Schenectady County
Registration No. 01LI5084177
My Commission Expires September 2, 2021

SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.

SCHEDULE B

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 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 terms "Business Associate" shall mean the Contractor.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Health, 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 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.
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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
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 and Protected Health Information, 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 C.F.R. Section 164.528.
10. Business Associates 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.

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 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j) (1).
5. 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 PRACTICES 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

1. 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

2. The term of this Agreement shall be January 1, 2020 through December 31, 2022. 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 42 CFR Section 164.

3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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.

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.

Albany County Request for Contract Approval

Contract # 2022-683
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type N) None
Department NH6020 - Residential Health Care Facility
Date Submitted Tuesday, December 06, 2022
Contact Person Slatky, Larry
Contact Phone 1 (518) 213-8940
Vendor Info Tapestry Health
99 Hawley Lane, Stratford, CT 06615
Estimated Amount \$32,000.00
Estimated Term 1/1/2023 to 12/31/2023
Scope of Services Tapestry Health will provide Telemedicine Services to the Residents through the Shaker Place staff during the hours of 6PM to 7AM Monday through Friday and on Saturday and Sunday that will compliment the attending physician services. This will permit residents to receive 24/7 medical care and have a dedicated MD to Shaker Place during off hours.
Budget Line Item NH6020 - 44069 - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed? N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Andrew Joyce
Chairman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Larry Slatky
Executive Director,
Shaker Place Rehabilitation and Nursing Center.

DATE: December 6, 2022

SUBJECT: Tapestry Health

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract for one (1) year with Tapestry Health at a cost of \$30,000.00 per year and a setup fee of \$2,000.00 for a total of \$32,000.00.

Tapestry Health is currently providing a full-time Attending Physician who provides medical services to our residents. This medical service is at no charge to Shaker Place since Tapestry Health bills third-party insurers. Since Shaker Place is required to provide 24/7 medical services, we need to have an on-call physician to handle medical issues Monday through Friday from 6:00pm – 7:00am and Saturday and Sunday to be compliant with New York State Department of Health and CMS regulatory requirements. Tapestry Health telemedicine service will allow us to comply with these regulations.

We respectfully request approval of this agreement.





TELEMEDICINE SERVICES AGREEMENT

THIS TELEMEDICINE SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of December, 2022 (the "**Effective Date**") by and between Tapestry TeleHealth PLLC, a Connecticut based limited liability company with a business office at 99 Hawley Lane, Stratford CT 06615 ("**Tapestry**"), and **SHAKER PLACE REHABILITATION AND NURSING CENTER**, a New York based Skilled Nursing Facility located at 780 ALBANY SHAKER ROAD, ALBANY, NY, 12211 (**SNF**).

RECITALS:

A. **SNF** cares for people in New York and recognizes the benefits for the seniors residing in its facility by offering additional medical support through telemedicine. The services being offered to **SNF** by Tapestry include access to primary care, specialty consults and behavioral health services (the "Clinical Services").

B. Tapestry provides the Clinical Services through state-of-the-art telemedicine technology, which allows a physician, nurse practitioner or physician assistant to interact face to face with the resident through a large monitor. A digitally enhanced stethoscope allows the clinician to listen to the resident's heart, lungs and abdominal region. The unit also includes a wound care camera and otoscope.

C. **SNF** believes that, by making the Clinical Services available to its residents, it will enhance medical care and dignity of their residents and patients ultimately resulting in fewer emergency room visits and hospitalizations. For all these reasons, **SNF** desires to enter into an agreement with Tapestry to provide these virtual clinical services to its residents, and Tapestry is willing to provide such services to said residents upon the terms and conditions set forth in this agreement.

In consideration of the foregoing, and the mutual covenants set forth herein, the parties hereto agree as follows:

1. RESPONSIBILITIES OF TAPESTRY:

1. **Tapestry:** While this Agreement is in effect, Tapestry will make telemedicine service available to the patients of each participating facility, but only as requested by such facility from time to time and as described below.

2. **Tapestry Services:** Tapestry will make telemedicine service available as described in "Exhibit A" attached and incorporated hereto.



3. **Tapestry Staff Qualifications.** Tapestry is a medical provider and recognizes that quality clinicians are the most fundamental and important component of its services. Tapestry will provide the Clinical Services through employees or contractors of Tapestry who are qualified and appropriately licensed, certified, and/or registered to provide the requested services in New York, Tapestry's internal credentialing will be modeled after the JACHO nursing facility standards. In addition, Tapestry will assure compliance with **SNF** credentialing criteria, including criminal abuse and background checks.

4. **Tapestry Liaison:** As each separate skilled care nursing facility joins the Tapestry Program, Tapestry will assign a specific staff person to be the primary contact with that facility.

5. **Equipment and Training.** Tapestry will provide each of **SNF** with a telemedicine cart consisting of a large monitor, computer, digital stethoscope, otoscope, and zoom camera on a sturdy cart for easy movement within the facility. **SNF** agrees that this telemedicine cart shall only be used for virtual visits by Tapestry clinicians. A representative from Tapestry's Technology Team will visit each facility and assemble the telemedicine cart. While on site, this individual will also provide face to face training for the facility's staff. In addition, the nursing staff at each facility will receive further training remotely (through the telemedicine unit itself) on when to utilize the telemedicine service to maximize care to the facility's residents.

6. **Cart, Replacement and Return of Equipment.** **SNF** acknowledges that the telemedicine cart will remain the property of Tapestry. **SNF** agrees that the respective participating facilities shall take good care of the equipment, reasonable wear and tear excepted. While Tapestry makes every effort to assure the equipment being used is state of the art and fully functional, it is technology which by its nature may fail. If the telemedicine cart or any component fails or is not functioning as expected, the facility will immediately notify Tapestry. Tapestry will evaluate the situation and shall take such remedial action as may be expected to fix or replace the broken component within 5 working days.

Those actions may include:

- Diagnose the technical issue remotely and take immediate steps to correct
- Overnighting a replacement component to the facility
- Send a member of the Tapestry Technical Team directly to the facility
- Such additional actions are indicated to bring the telemedicine cart back to 100%

Upon termination of this Agreement, a member of the Tapestry Technical Team will work with the facility to assure the equipment is safely packaged and shipped back to Tapestry within 30 days of the termination of services. Both Tapestry and the



facility will share equally in the cost of transporting the telemedicine cart back to Tapestry. The facility shall cooperate with Tapestry should Tapestry propose a different disposal of the equipment.

If the telemedicine cart or any component of the cart is broken or missing, as a result of an intentional or negligent act or omission on the part of the facility, Tapestry retains the right to charge the facility an amount equal to the cost of repair or replacement for the broken or missing component(s).

7. Reporting/Financial Analysis: Tapestry will provide management with a monthly report in a dash board style that will highlight the accomplishments of the previous month and quarter enabling trend analysis. This report will also include an estimate of the economic impact on the facility, as well as recommendations for improved utilization and outcomes.

8. Records and Reports: Tapestry will provide SNF with documentation of all services rendered within 48 hours of completed services.

2. RESPONSIBILITIES OF PARTICIPATING FACILITY.

1. **Corporate Management.** SNF or its corporate management will designate a member of its leadership team to be the liaison with Tapestry corporate leadership.
2. **Management Team.** SNF will encourage the management team at each participating facility is committed to making this program successful. Members of the management team should include the NHA, DON and the Medical Director. The Medical Director can play a critical role by supporting the program with the other PCPs in the community.
3. **Facility Liaison.** Assign a "Facility Liaison" at each participating facility to be the primary contact person at each SNF.
4. **Training of Staff.** SNF acknowledges and agrees that the success of the program is dependent upon the staff of the participating facility being properly trained in the use of the telemedicine equipment. Accordingly, SNF agrees to provide reasonable access and direction to necessary staff at each participating facility to help assure the required training is completed by Tapestry staff.
5. **EHR Access.** SNF agrees to provide appropriate EHR access to Tapestry clinicians and support staff. Additionally, for PointClickCare (PCC) users, SNF agrees to enable to TapestryHealth integration in the PCC Marketplace for the server



application to connect to PCC servers using the provided API and downloads/uploads patient information that our clinicians need to provide care.

6. **Request for Services: Appointments.** Tapestry will provide the staff with a specific process for accessing services they need for their residents. Tapestry's goal is to make the access process as simple as possible to minimize staff time required and to encourage utilization of these services whenever medically appropriate for the resident.
7. **Provider of Services.** SNF's facility staff or designate will participate in each virtual visit to assist the clinician and act as their hands during the examination of the resident.
8. **IT Infrastructure.** SNF will maintain the necessary IT infrastructure assuring that facility can support the virtual program. Following an initial IT Audit, each of SNF will be responsible for making necessary refinements to its IT infrastructure in a timely manner to assure effective coverage. If the IT structure is not functioning as necessary, the facility Tapestry and SNF may agree to proceed and work around limitations until they can be corrected.
9. **Storage and Use of Equipment.** SNF will be responsible for storing the telemedicine cart in a secure as possible location when not being used to provide Services to Facility's residents. However, easy telemedicine unit access for the nurses is critical and must be a significant factor when considering where to be store the unit. Each facility agrees not to use the equipment for any purpose other than the delivery of virtual physician services through Tapestry TeleHealth.

3. BILLING AND FEES.

The parties acknowledge that Medicare and other major insurance companies pay for physician services delivered through telemedicine to residents of skilled nursing facilities. As a result, Tapestry shall not bill SNF or any participating facility for medical services provided to Medicare residents or others with third party coverage. There will be minor administrative fees however for a facility to participate in this program. The fees will include:

1. **Program Setup, Initial fee:** Key to the success of this program is assuring that the facility has the needed IT infrastructure to assure that a resident area can support the virtual physician. The start-up fee includes the cost of facility IT assessment, delivery and installation of telemedicine unit as well as all related travel, training and oversight. The start-up fee is Two Thousand Dollars (\$2,000.00) and is due on execution of contract. (If SNF elects to finance the Start



Up fee, , shall be added to the Monthly Administrative Fee (3.2) for the first 12 months of service.)

2. **Administrative Fee:** SNF shall pay Tapestry an Administrative Fee as set forth in "Exhibit A" attached hereto, for administrative support, attendance at SNF meetings (including quality assurance and performance improvement committee meetings, as needed), availability, clinical integration, and uncompensated care (the "Administrative Fee"). The Administrative Fee shall increase Four Percent (4%) annually on the anniversary of the Service Commencement Date, as defined in Section 4.1 below. Tapestry will invoice the Administrative Fee at the beginning of each month for the prior month, and payment will be due within 30 days of the date of the invoice.
3. **Origination Fee Collection.** Medicare authorizes a participating facility to bill an origination fee of approximately Twenty-Six Dollars (\$26.00) per telemedicine visit to compensate the facility for the services provided by its nursing staff, and the facility shall do the billing for this fee. Tapestry will provide facility with a list of encounters eligible for billing by the 15th of the following month.

4. TERM AND RENEWAL OF AGREEMENT.

1. **Service Commencement** -The "Service Commencement Date" shall be the date on which Tapestry determines in its sole discretion that (i) the Telemedicine System has been successfully installed in the Covered Facility; (ii) the Professional Staff has been instructed in the use of the Telemedicine System and at least one (1) member of the Professional Staff has demonstrated to Tapestry's satisfaction an ability to use the Telemedicine System effectively.
2. **Probationary Period.** The first six (6) months after the Service Commencement Date is considered the Probationary Period. Either Party may elect to terminate this Agreement without cause upon thirty (30) days written notice delivered at any time during the last sixty (60) days of the Probationary Period (the "Special Termination Election").
3. **Contract Term-** If the Special Termination Election is not timely exercised, then the term of this Agreement shall be extended for a one (1) year period commencing on the completion of the Probationary Period (the "Initial One-Year Term").
4. **Automatic Renewal** - This Agreement shall be automatically renewed at the end of the Initial One-Year Term for successive additional one (1) year terms (a "Renewal Term") at the end of the Initial One-Year Term and each Renewal Term thereafter unless otherwise terminated as provided herein



5. TERMINATION.

1. **Termination Without Cause.** Either party may elect to terminate this Agreement without cause by giving written notice of its intention to terminate this Agreement not less than Sixty (60) days prior to the requested end date.
2. **Termination for Good Cause.** SNF may terminate this Agreement upon seven (7) calendar days' notice in the event that:
 1. There is a service suspension wherein Tapestry is unable to provide clinical services because of an inability to find clinicians or to provide a telemedicine unit to a participating facility for a period of thirty (30) days.
 2. Tapestry loses the ability to contract with Medicare or Medicaid
 3. The facility suspends operations or enters into bankruptcy proceedings.
 4. Tapestry is in material breach of any provision of this Agreement and has not cured the breach within thirty (30) days of receipt of notice from SNF.
 5. Tapestry terminates or suspends its operations.
 6. A petition for bankruptcy is filed by or against Tapestry.
 7. A receiver is appointed because of Tapestry's insolvency.
3. **Tapestry Termination for Good Cause.** Tapestry may terminate this Agreement, as to SNF in the entirety or as to one or more particular facilities only, for "good cause" upon seven (7) calendar days' notice in the event that:
 1. Tapestry concludes during a period of Service Suspension that it is unable to engage a licensed clinician to provide services to the facility.
 2. Facility is not able to provide adequate internet availability for a period of 30 days unless otherwise agreed to in writing.
 3. SNF loses the ability to contract with Medicare or Medicaid.
 4. Facility suspends operations or enters into bankruptcy proceedings.
 5. SNF is in material breach of any provision of this Agreement and has not cured the breach within thirty (30) days of receipt of notice from Tapestry.
 6. SNF terminates or suspends its operations.
 7. A petition for bankruptcy is filed by or against SNF.
 8. A receiver is appointed because of SNF's insolvency.
 9. SNF no longer meets Medicare Telehealth Payment Eligibility as defined by CMS
4. **Effect of Termination.** Upon termination of this agreement for any reason, Client shall promptly pay to Tapestry any accrued but unpaid fees. The provisions regarding confidentiality, exclusive rights, removal/return of property, and the like shall survive the termination of this Agreement



6. RECORDS.

Tapestry and **SNF** each agree to maintain appropriate detailed records concerning each resident receiving services at an individual facility and in keeping with relevant HIPAA regulations.

7. QUALITY ASSURANCE.

SNF's facilities agree to work with Tapestry in reviewing the quality and appropriateness of services rendered to each resident with the goal of improving care and reducing costs for our health care system. Because a significant component of Medicare's Star Rating Program focuses on quality indicators, indicators that can be improved by utilizing the telemedicine service, each participating facilities Medicare Star Rating will be monitored and included in the monthly dash board.

8. CONFIDENTIALITY.

SNF and Tapestry both agree to maintain the confidentiality of patient medical records in accordance with state and federal laws.

9. INDEPENDENT CONTRACTOR RELATIONSHIP.

None of the provisions of this Agreement are intended to create any relationship between Tapestry and **SNF** other than that of independent entities contracting with each other as independent contractors with the goal of improving care for rural nursing facility residents. Neither party, nor any of their employees or agents, will have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation pay, sick pay or any other employee benefits of any kind.

10. INSURANCE.

Each party agrees to carry professional liability and commercial general liability insurance for itself and its agents and employees of the types customarily carried by responsible companies engaged in providing care to rural nursing facility residents. Such liability insurance shall be in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate. Both parties agree that such insurance may not be cancelled, reduced or changed in a material way without at least thirty (30) days' advance written notice to the other party. Tapestry will carry property damage insurance on its telemedicine cart located at each participating nursing facility; however, this insurance will not relieve **SNF's** facilities of liability for damage to such equipment caused by the negligence of the facility's staff or anyone else for whose actions Facility is responsible. Proof of coverage shall be provided upon the request of either party.



11. COMPLIANCE WITH STARK LAW.

This Agreement is not intended to influence the judgment of any physician in choosing the medical facility appropriate for the proper treatment and care of his or her patients. Anti-Fraud and Abuse provisions [42 U.S.C. 1320a-7b(b)] or the Physician Ownership and Referral Act [42 U.S.C. 1395nn] (commonly known as the Stark Act). The parties intend to comply with the Safe Harbor for Personal Service Agreements contained at 42 C.F.R 1001.952(d) and the personal service exemption to the Stark Act.

12. NOTICE

All notices and other communications required or permitted by this agreement shall be in writing form and considered given and received when:

1. Personally, delivered to the other party,
2. Delivered by courier,
3. Delivered by facsimile or
4. Three days after being deposited in the United States certified mail, postage prepaid, return receipt requested and mailed to the correct address.

13. EXCLUDED PROVIDER.

Both Tapestry and **SNF** confirm the fact that they have not employed anyone excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party agrees to immediately notify the other of any threatened, proposed, or actual exclusion of care to a given resident based on their disability and shall also provide all services under this Agreement without unlawful discrimination on the basis of age, race, color, religion, sex, national origin, ancestry or disability, or any other category protected by law.

14. INDEMNIFICATION.

SNF shall defend and indemnify Tapestry from all claims, demands, liabilities, damages, and expenses, including reasonable attorney's fees, for injuries to persons or damages to property resulting from or arising out of the negligence of **SNF'** s facilities or their directors, officers, employees, or agents.

1. Tapestry shall defend and indemnify **SNF** from all claims, demands, liabilities, damages, and expenses, including reasonable attorney's fees, for injuries to persons or damages to property resulting from or arising out of the negligence of Tapestry or their directors, officers, employees, or agents.



15. COMPLIANCE WITH ALL LAWS.

Tapestry and **SNF** agree to comply in all material respects with all applicable federal, state and local statutes, rules, regulations, and applicable standards of professional organizations and that it will be deemed a material breach of this Agreement if either party fails to comply with this representation.

16. ASSIGNMENT.

Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon a written agreement signed by both parties, which agreement shall not unreasonably be withheld.

17. AMENDMENT.

This Agreement may not be amended except by a written agreement signed by both parties.

18. LIMITED ENFORCEMENT.

This Agreement is intended solely for the benefit of Tapestry and **SNF** Corporation and there is no intention, express or otherwise, to create any rights under this Agreement for any patients, a parent, guardian or personal representative of any patient, or any party or persons other than Tapestry and **SNF**.

19. ENTIRE AGREEMENT.

This Agreement and any Exhibits to this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, written or oral, of the parties regarding the subject matter of this Agreement.

20. SEVERABILITY.

In the event any term or provision of this Agreement is rendered invalid or unenforceable by any applicable law or by any regulation duly promulgated in accordance with applicable law or is held by any court of competent jurisdiction to be invalid, void or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect if the basic purposes and economic terms of this Agreement can be effectively accomplished.

21. GOVERNING LAW.

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



22. AUTHORITY.

Tapestry and **SNF** confirm that they each have full power and authority to execute and deliver this Agreement and to perform their respective obligations.

23. SUCCESSORS.

This Agreement is binding upon and will inure to the benefit of the parties **SNF** and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Tapestry TeleHealth and **SNF** have executed this Agreement effective this date:

Tapestry TeleHealth PLLC

By:

Print: Mordy Eisenberg

Title: CGO

SHAKER PLACE REHABILITATION AND NURSING CENTER

Signature:

Print Name: Larry Slatky

Title: Executive Director

A/P Contact Name:

A/P Email:



Exhibit A – Services and Pricing

	Description	Pricing
	Consultative Clinical Services: Tapestry will endeavor (but cannot guaranty) to make available to the facility on an as-needed basis the following subspecialties: Dermatology, Infectious Disease, Palliative Care, Wound Care, Cardiology, Pulmonary, Gastroenterology, Nephrology, Neurology, Urology, Endocrinology, General Surgery and Orthopedic Surgery.	No Additional Fee
	Nights and Weekends: Tapestry shall make a nurse practitioner or physician available for after-hour consultations on an as-needed basis. After hours is defined as 6pm to 7am on weekdays and Friday 6pm to Monday 7am on weekends.	Two Thousand Five Hundred Dollars (\$2,500.00)
	Chronic Care Management (CCM) Program: Tapestry may provide the Chronic Care Management Program pursuant to CMS guidelines - CMS recognizes CCM as a critical component of primary care that contributes to better health and care for individuals.	No Additional Fee
	Transitional Care Management (TCM) Program: Tapestry may provide the Transitional Care Management Program pursuant to CMS guidelines - during the "30-day period," which begins when a physician discharges the patient from an inpatient stay and continues for the next 29 days. Medicare may cover these services to help a patient transition back to a community setting after a SNF stay	No Additional Fee
	Remote Patient Monitoring (RPM) Program: Tapestry may provide the Remote Patient Monitoring Program pursuant to CMS guidelines - Terms in separate agreement	No Additional Fee

Albany County Request for Contract Approval

Contract #	2022-660
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A7410 - Recreation
Date Submitted	Friday, November 18, 2022
Contact Person	Atlas, Justin
Contact Phone	1 (518) 655-7907
Vendor Info	Resurfix PO Box 291, Flanders, New Jersey 07836
Estimated Amount	\$23,358.00
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	Resurfix performed emergency repairs that were delayed on one of two zambonis critical to the operation of the Albany County Hockey Facility. Supply chain and staffing shortages prolonged repairs from September 2021 until July and August of 2022. significant delays on the vendor's part due to the pandemic compounded annual maintenance of the zamboni with the repairs.
Budget Line Item	AA7410 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

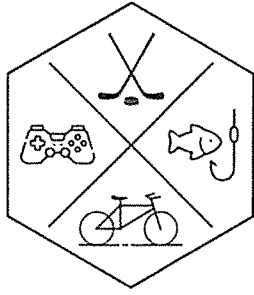
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

Justin L. Atlas
Commissioner

December 1st, 2022

Honorable Daniel P. McCoy
Albany County Executive
112 State St, 12th Floor
Albany, NY 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Honorable Bruce Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle St, 1st Floor
Albany, NY 12207

Dear Messrs, McCoy, Joyce, and Hidley,

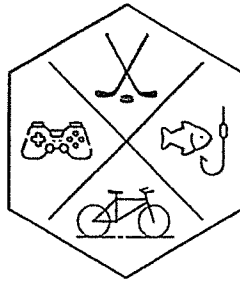
Albany County Parks & Recreation requests the approval of Contract No. 660 of 2022 with Resurfix for emergency repairs and maintenance of one of two Zambonis located at the Albany County Hockey Facility.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Justin L. Atlas
Commissioner





ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

Justin L. Atlas
Commissioner

December 1st, 2022

Pamela O'Neill, CPPB
Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207

Dear Ms. O'Neill,

Albany County Parks & Recreation recommends the awarding of contract to the vendor Resurfix for emergency Zamboni repairs and maintenance for an amount of \$23,358.00 as the company is a sole source vendor.

Please refer to the sole source letter attached, and should you have questions, do not hesitate to contact me.

Sincerely,


Justin L. Atlas
Commissioner





DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Justin L. Atlas, Commissioner
Parks and Recreation

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 1, 2022

RE: Zamboni Repairs

I am in receipt of your recommendation to Resurfix for Zamboni repairs.

As you have provided the necessary documentation for deem Resurfix as a sole source, I approve of your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

FRANK J. ZAMBONI & CO., INC.

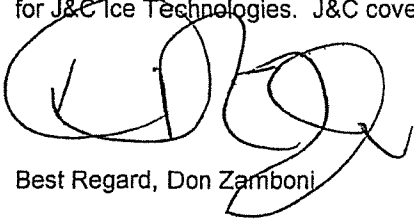
15714 Colorado Avenue
Paramount, CA 90723-4211
Phone (562) 633-0751
Fax (562) 633-9365
www.zamboni.com

TO: Paul Herbert
Facility Manager
Albany County Hockey Facility
830 Albany Shaker Road
Albany, NY 12211

FROM: Don Zamboni

RE: Zamboni service
DATE: 10/1/2015

In your area of the country, Resurfix is our only "factory authorized" servicer. We have had a long-standing relationship with them. We regularly update them with new issues that have come up on new machine and they keep us informed with what is happening in the field. Resurfix is handling all the service for J&C Ice Technologies. J&C covers DC, DE, MD, NJ, VA and parts of CT, NY.



Best Regard, Don Zamboni

ZAMBONI®

RESURFIX
 AUTHORIZED ZAMBONI SERVICE

P.O. Box 291
 Flanders, NJ 07836
 Ph (973) 584-1144
 Fax (973) 584-2445

12653

QTY.	PART NO. AND DESCRIPTION	PRICE
8	1B-51722 1/2" TIRE	313 50
4	APN 5HT 1/2" WHEEL	1950
8	NPN WTRV STRN	500
1	2A-05295 DRIVE GEAR	7370
1	2P-05223 PUMP SEAT	4680
1	2T-05106 DRIVE COUPLER	31900
1	3F-62730 F.P. PUMP	1070
1	VN STARRC BUSHING	710
8	VN EXH. STD	300
1	VN DRAIN W/BRACKET	280
1	K2-19010 OIL SENSOR	1380
1	3C-1950A WATER PUMP	1540
1	3C-1935S THERMOSTAT	2000
1	VN-75TH FLANGE	940
1	26-0262B HOSE	2120
1	26-0262A "	2070
1	44-0996A TANKING PULLEY	3550
1	46-19530 " BELT	1820
1	TD-0980 CAP	2810
1	VN ENG BRACKET SET	2440
1	3I-05251 PUMP MOTOR	17050
TOTAL PARTS		—
NEXT PAPER		—
ACCESSORIES		—
8	MOUNT TIRE	1000
4	26 CARD TIRE	600
1	BEARER FLUID	1000
1	MISC. W/IRING, HARDWARE, STOP SUPPLIES & ETC.	12500
TOTAL ACCESSORIES		23900

NAME	ALBANY COUNTY HOLIDAY FRONT	CUSTOMER'S ORDER NO.	PAIC	DATE	8/2/22
ADDRESS	830 ALBANY SUMMER RD	ORDER WRITTEN BY		PROMISED	
CITY, STATE, ZIP	LAURENCEVILLE, N.Y. 12211			A.M.	
HOME PHONE		EXT.		P.M.	
YEAR, MAKE AND MODEL	500	LICENSE NUMBER		ODOMETER IN	2019 1725
SERIAL NUMBER	4433	MOTOR NUMBER		ODOMETER OUT	
TERMS		NET 30			
DESCRIPTION OF WORK					AMOUNT
<input checked="" type="checkbox"/> LUBE	<input checked="" type="checkbox"/> CHANGE OIL	<input checked="" type="checkbox"/> OIL FILTER	<input checked="" type="checkbox"/> TUNE-UP	<input checked="" type="checkbox"/> TRANS.	<input checked="" type="checkbox"/> DIFF.
PREVENTATIVE MAINTENANCE					4295.00
PROBLEMS \$4595.00 - DISCOUNTED					
- BODYWORK 4 TIRES, INCLUDING 4					
TIRES & WHEELS FOR OTHER WORKING					
- CHANGE OUT CARBLES COIL SPRINGS					
- REPLACE BRAKE MASTER CYLINDER, 2 LINES					
& BOTH RIM CYLINDERS.					
REPLACE TRAMS FLOOR MOUNTED					
53 TIRES @ STOP RATE \$15/TIRE					6095.00
2	LITERS/GALS. OF OIL @	2.00	49.00	TOTAL LABOR	10390.00
5	LITERS/GALS. OF OIL @	P.M.		TOTAL PARTS	12225.00
2	KG/BS OF GREASE @	P.M.		ACCESSORIES	23900
1	1-GAL. OF GREASE @	5.00		GAS, OIL AND GREASE	4700
SUBLET REPAIRS					
EPA/WASTE DISPOSAL					
TAX					
TOTAL					4700
THANK YOU					23385.00

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs hereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.

SAVE OLD PARTS? YES NO

SIGNATURE



RESUREFIX INC.

AUTHORIZED ZAMBONI® SERVICE

P.O. Box 291 Flanders, New Jersey

Phone 973 584 1144

Fax 973 584 2445

ALBANY CO. HOCKEY FACILITY

LABOR DESCRIPTION

- REPLACE V8 ENGINE WITH CUSTOMER'S PART
 - INSTALL NEW ALTERNATOR, STARTER, WATER PUMP COOLANT HOSES & BELTS
 - INSTALL UPGRADE FUEL MANAGEMENT SYSTEM WITH CONTROLLER TO PROVIDE INDUSTRY STANDARD FOR AIR QUALITY (SEE REPORT)
 - INSTALL NEW 3WAY CATALYTIC EXHAUST SYSTEM.
- REPLACE ALL HYDRAULIC LINES & HEAVY FLUID
- INSTALL DIRT LID BRACES + NEW CABLES
- REPAIR/WELD BOARD BRUSH ARMS
- REPLACE PROPANE LINES
- REPAIR SHIFT/THROTTLE ASSY & AUTOSHIFT - REPLACE BOTH CABLES
- REPLACE WATER HOSES
- CHANGE OUT L & R DOOR PANELS
- REPAIR/WELD WATER TANK SUPPORT TRIM
- REPLACE VERTICAL AUBER BEARINGS
- REPLACE HORIZ. AUBER BEARINGS
- REPAIR SNOW BREAKER
- REPLACE BUMPER ROLLER
- DRILL & TAP CONDITIONER + INSTALL POLY RUNNER
- INSTALL ALL PARTS AS LISTED



AUTHORIZED ZAMBONI® SERVICE
P.O. Box 291 Flanders, NJ 07836

Ph (973) 584-1144
Fax (973) 584-2445

INVOICE

12653

DATE 8/2/22	ORDER NO.
SHIP TO	
PARTS Pg 2	

TO A. C. HOCKEY

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
					1	3C-19294 FAN SWITCH		3740
					2	20-0525A RAD HOSE	2970	5940
					1	K2-05245 KIT, FAN ASSEMBLY		41250
					2	NPH 5/16" HOSE	450	900
					1	3E-0510C ALTERNATOR		29150
					1	42-19560 " BEST		1490
					1	3F-6260D L.P. MIXER		39050
					1	3F-7250G COBRA		18540
					1	K2-00301 KIT, PLUG W/PIPS		11940
					1	RL-2017A VAPOR HOSE		1030
					1	FP-0610D FITTINGS		1160
					2	FP-0404A NIPPLE	360	720
					1	FP-0204B VAC ELBOW W/O RIFLE		520
					1	3C-1930A EXP. TANK		3630
					1	P4-3660C L.P. HOSE		16450
					2	P4-3135B " "	4130	8260
					2	PK-3901F L.P. COUPLER	2150	4300
					1	20-72765 L.P. KNOB		2150
					1	3E-0510B STARTER		24750
					1	4T-03510 HEAT SLEEVE		1400
					1	3E-5954K IMPRO PMS KIT		53350
					1	2D-19160 EXH. BASKET		1160

Thank You!

INVOICE

12653

Ph (973) 584-1144
 Fax (973) 584-2445

DATE 8/2/22	ORDER NO.
SHIP TO	
<u>PARTS</u> Pg 3	

TO A.C. HOCKOL

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
					1	VW HARDWARE		2500
					1	26-0262D HOSE		1930
					2	NPK #12 S.S. CLAMP	380	760
					2	NPK 5/8" HOSE	900	1800
					1	42-12180 60V. BELT		2300
					1	7D-19310 RAD CAP		1300
					1	2D-17950 GASKET		850
					1	3D-05010 3-WIN CATALYTIC CONVERTER		93500
					1	3D-17960 MUFFLER		13200
					1	3D-17880 TAIL PIPE		2480
					2	27-31540 CLAMP	610	1220
					1	7E-77520 20A FUSE		90
					2	3E-0262F FAN RELAY	720	1440
					1	KZ-40480 KIT, VAC SWITCH		9350
					2	1L-75700 CHARGIS SPRING	14850	29700
					4	1K-73360 U-BOGT	2600	10400
					8	1D-15981 HI NUT	170	1360
					4	NPK H.D. 7/16" BOLT & LOCKWOT	600	2400
					1	4H-35800 MASTER CYLINDER		18870
					1	NP 20" BRAKE LINE		900
					1	NP 30" " "		1090
					2	NP L&R W/ID CYLINDER	2025	4050

Thank You!



AUTHORIZED ZAMBONI® SERVICE
P.O. Box 291 Flanders, NJ 07836

Ph (973) 584-1144
Fax (973) 584-2445

INVOICE

12653

TO A.C. HOCKEY

DATE <u>2/2/22</u>	ORDER NO.
SHIP TO	
<u>PARTS PG 4</u>	

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
					24	NPN FITTING SCRT	100	2400
					1	32-07000 TRANS FILTER MITHIOLD		19470
					1	2E-022EB FLG SCRT		290
					1	16-70560 PIN, SF PISTON		2670
					1	33-0502A SHIPT CABLE		14080
					1	33-0503A TIRRORE "		15070
					1	1W-62210 B/B STACK ABSORBER		47850
					1	16-35000 CCNIS PIN		410
					1	15-62130 B/B PIN		2920
					1	7X-10420 HORN		3550
					2	ET-75380 3/8 BUMPER	810	1620
					1	4B-40230 3/8 KNOB		1760
					1	FV-64028 PIC HIP		280
					2	1X-33490 HORIZ. ANGLE BEARING	8660	17320
					1	2V-79701 1/4 VALVE		7920
					1	1X-0440A BLADE BRG.		2420
					1	RC-5232A KITER HOSE		10640
					2	RC-5728A " "	5800	11600
					1	NPN #28 S.S. CLAMP		500
					1	5H-0501A POLY RUBBER		8800
					10	NPN S.S. POLY BOLT	110	1100
					10	NPN SCS S.S. 5/16 BOLT		3000

Thank You!



AUTHORIZED ZAMBONI® SERVICE
P.O. Box 291 Flanders, NJ 07836

Ph (973) 584-1144
Fax (973) 584-2445

INVOICE

12653

TO A.C. HOCKEY

DATE <u>8/2/88</u>	ORDER NO.
SHIP TO <u>PARTS PG 5</u>	

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
					1	KZ-0522A KIT, P/T LID BRK		116 10
					2	33-40330 P/T CABLE	22600	45200
					2	NPK S.S. P/T BUTTON HD BOLT	500	1000
					1	ZF-19730 P/T SCREW		850
					2	MA-08900 SPEED KIT	150	300
					1	7L-17971 HEAD LITE		31 70
					1	46-15515 4s DOOR		676 50
					1	46-15525 P/s "		511 50
					1	7P-04400 16N. SWITCH		101 20
					1	BR-16800 BUMPER ROLLER		104 50
					1	MP-32894 SPACER		630
					1	IMPCO CONTROLLER		7500
					1	EI-16040 NAMEPLATE		56 10
						TOTAL PARTS		<u>12682 50</u>

Thank You!

12R0
12R0

albany Co.
500-4433
6902-7HLS
pre cat
no lead

post cat
no lead

Bridge Analyzers, Inc.
Model E9004_5

CO 0.41 %
HC 104 ppm Propane
CO2 12.88 %
O2 0.54 %
NOX 1826 ppm

AFR 16.08
Lambda 1.013
Comb Eff 98.22 %

Bridge Analyzers, Inc.
Model E9004_5

CO 0.00 %
HC -3 ppm Propane
CO2 13.31 %
O2 0.17 %
NOX 885 ppm

AFR 16.02
Lambda 1.010
Comb Eff 99.99 %

post cat
Lead

Bridge Analyzers, Inc.
Model E9004_5

CO 0.00 %
HC -2 ppm Propane
CO2 13.30 %
O2 0.10 %
NOX 1706 ppm

AFR 16.00
Lambda 1.008
Comb Eff 99.99 %

pre cat
Lead

Bridge Analyzers, Inc.
Model E9004_5

CO 0.44 %
HC 120 ppm Propane
CO2 12.94 %
O2 0.39 %
NOX 3810 ppm

AFR 16.02
Lambda 1.010
Comb Eff 98.09 %

Albany County Request for Contract Approval

Contract #	2022-725
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	D5010 - Public Works
Date Submitted	Thursday, December 15, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	DeNooyer Chevrolet, Inc. 127 Wolf Rd., Albany, NY 12205
Estimated Amount	\$54,547.20
Estimated Term	12/26/2022 to 2/26/2023
Scope of Services	The Purchase of one 2023 Chevrolet Silverado 1500 Crew Cab using NYS Mini Bid Contract #PC69048 Award 23166. Bond HHYZ will be used for this purchase.
Budget Line Item	AA1620 - HHYZ - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: December 15, 2022







Re: Contract Request

The Public Works Department respectfully requests approval to purchase one (1) 2023 Chevrolet 1500 Crew Cab from DeNooyer Chevrolet, Inc. This vendor has been selected from the NYS Mini Bid Contract #PC69048 Award 23166 for an amount not exceed \$54,547.20. Bond HHYZ will be used for this purchase.

If there are any questions or further information is needed, please feel free to contact my office.

Rank	Name	Model Year	Make	Model & Trim Level	Total Number of Vehicles	NYS Price for Vehicle
1	Denoyer Chevrolet Inc	2023	chevrolet	1500 silverado crew	1	\$54,547.20
1	Denoyer Chevrolet Inc	2023	chevrolet	1500 silverado crew	1	\$54,547.20

State Contract Award Notices - Commodities

Vehicles, Class 1-8 (Statewide)	
Award Document  <small>(Updated / Revised)</small>	Contract Period: November 14, 2019 to November 13, 2029
Contract Updates 	Group: 40440 Award: 23166 (Replaces 22898 and 22904)
Contractor Information 	Use of Contracts: All State Agencies and Political Subdivisions
How To Use 	Contact Person: Carol Neelis Telephone: (518) 474-3695
Terms & Conditions 	Contract Issued: November 14, 2019 Contract Updated: December 12, 2022
Historical Details 	
Customer Service	
<p>Description: This award includes backdrop Contracts for the acquisition (purchase or lease) of new Class 1 through Class 8 Vehicles, (including Single OEM Vehicles, Chassis, Bodies, Complete Vehicles, and associated Options and Aftermarket Components), as specified herein. Vehicle Acquisition from the backdrop contracts shall be on as as-needed basis by NYS Authorized Users via a competitive Mini-Bid process executed via the NYS Vehicle Marketplace.</p> <p>This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.</p> <p align="center"><u>Install Free Adobe Acrobat Reader for PDF Documents</u> The above PDF files are available in text by calling Customer Services at (518) 474-6717.</p>	



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: December 12, 2022

Group 40440 – VEHICLES, CLASS 1 – 8 (STATEWIDE)

Award Number: 23166 Contract Period *November 14, 2019 - November 13, 2029*

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68927	Central Dodge, Inc. DBA Central Chrysler Dodge Jeep Ram of Raynham 191 New State Hwy. Raynham, MA 02767	Federal ID: 04-2793661 NYS Vendor ID: 1100170790 <u>Contact and Product Information</u> OFFERS LEASING
PC68985 SB	Champlain Truck Center, Inc. DBA Champlain Peterbilt 61 West Service Rd. Champlain, NY 12919	Federal ID: 14-1727126 NYS Vendor ID: 1000027738 <u>Contact and Product Information</u>
PC69046 SB	City World Estate Auto Holdings LLC DBA City World Ford 3305 Boston Road Bronx, NY 10469	Federal ID: 47-1336886 NYS Vendor ID: 1100226021 <u>Contact and Product Information</u>
PC68928	Cives (USA) DBA Viking Cives (USA) 14331 Mill St. Harrisville, NY 13648	Federal ID: 16-0955800 NYS Vendor ID: 1000007605 <u>Contact and Product Information</u>
PC68929 SB	CNF Services, Inc. DBA Rock City CDJR 520 Rock City St. Little Valley, NY 14755	Federal ID: 83-0512473 NYS Vendor ID: 1100010221 <u>Contact and Product Information</u>
PC68930 SB	Cyncon Equipment, Inc. 7494 West Henrietta Rd. PO Box 30 Rush, NY 14543	Federal ID: 16-1115791 NYS Vendor ID: 1000015381 <u>Contact and Product Information</u>
PC68978 SB	DeLacy Ford, Inc. 3061 Transit Rd. Elma, NY 14059	Federal ID: 16-1158324 NYS Vendor ID: 1000015467 <u>Contact and Product Information</u>
PC69048	DeNooyer Chevrolet, Inc. 127 Wolf Rd. Albany, NY 12205	Federal ID: 14-1542904 NYS Vendor ID: 1000006802 <u>Contact and Product Information</u> OFFERS LEASING
PC69234	DePaula Chevrolet, Inc. 785 Central Ave. Albany, NY 12206	Federal ID: 14-1616459 NYS Vendor ID: 1000006897 <u>Contact and Product Information</u>



OrderWORKBENCH

Order Detail # CFDN5P

BAC: 115294

BFC: 1

Name: DENOYER CHEVROLET, INC.

Current as of 11/10/2022 - 09:36 AM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 115294

Charge-to BFC 1

Ship-to BAC 115294

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Fleet Information

Primary FAN: 856351

End-User FAN:

Bid Number:

Bid Item #:

PO #:

Model/Order Information

Model Year: 2023

Division: CHEVROLET

Distrib. Entity: FLT

Order Type: FNR - Fleet Commercial

Allocation Group: CLDCRW

Model: CK10543 - 1500

Silverado: 4WD, Short

Crew

Request ID: CFDN5M

TPW: 06/12/2023

Requested TPW: 11/21/2022

MSRP w/DFC †: \$53,520.00

Event Description: 3000 - Accepted by

Production Control

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - Work Truck Preferred Equipment

Trim: H1T - 1WT/1FL-Cloth, Jet Black, Interior

Group

Trim

Primary Color: GAZ - Summit White

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI,

Dynamic Fuel Mgt, V V T



Ordered Options: 5H1: Key Equipment, 2
Additional Keys (SEO)
5J3: Calibration, Surveillance
Mode Int. Lighting (SEO)
5LO: (SEO) Calibration, taillamp
flasher, Red/Red
9C1: Police Package
AQQ: Keyless Remote Entry
AZ3: Seats: Front 40/20/40
Split-Bench, Full Feature
C49: Defogger, Rear Window,
Electric
DLF: Mirrors, O/S: Power,
Heated
G80: Auto Locking Differential,
Rear
IOR: Chevrolet Infotainment, 7"
Color Screen
K34: Cruise Control
KC4: Cooler, Engine Oil
KNP: Transmission Cooling
System
NE1:
CT/MA/MD/ME/NJ/NY/OR/PA/RI/
VT/WA Emissions
NZZ: Skid Plate
PEB: 1WT Value Package
PXT: Wheels: 20" Steel
QK1: Standard Tailgate
R7K: Fleet Customer
SAF: Spare Tire Lock
UBI: 2-USBs, Second Row
Charge/Data Ports
UEU: Sensor, Forward Collision
Alert
UHY: Automatic Emergency

Emissions:

Transmission: MI2 - 10-Speed Automatic

5J1: Calibration, remote ext. lights/horn
disable (SEO)
5J9: Calibration, Taillamp Flasher,
Red/White (SEO)
6J7: (SEO) Flasher System, Headlamp and
taillamp
AKO: Glass, Deep Tinted
AU3: Power Door Locks
BG9: Floor Covering: Rubberized Vinyl,
Black
C5Y: GVW Rating 7100 Lbs
E63: Durabed
GU5: Rear Axle: 3.23 Ratio
JHD: Hill Descent Control
K47: Heavy Duty Air Filter
KI4: 120 Volt Electrical Receptacle, In Cab
KW5: Alternator, 220 AMP
NQH: Transfer Case: Active, 2-Speed,
Autotrac, Rotary Dial
PCV: 1WT Convenience 1 Package
PED: Chevy Safety Assist
QAE: Tires: 275/60 R20 All Terrain,
Blackwall
QT5: Tailgate Function--EZ Lift, Power
Lock & Release
RMW: TIRE SPARE 275/60R20 SL 115S
BW AT
TQ5: Headlamps, Intellibeam
UE4: Following Distance Indicator
UHX: Lane Keep Assist/Departure Warning
UKJ: Sensor, Front Pedestrian Braking
UVB: Rear Vision Camera, HD
V76: Recovery Hooks
VK3: Front License Plate Mounting
Provisions
YK6: SEO Processing Option



OrderWORKBENCH

Braking

Z82: Trailering Package

UQF: Speaker System:

Standard Sound System

V46: Bumper, Front, Chrome

VJH: Bumper, Rear, Chrome

Step

VQ2: Holdback N/A, Dealer

Fleet Assistance

Z71: Suspension Package: Off-Road

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Albany County Request for Contract Approval

Contract #	2022-662
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Monday, November 21, 2022
Contact Person	DeGaetano, Laura
Contact Phone	() -518
Vendor Info	Hudson Valley Agribusiness Development Corporation 507 Warren St. 2nd Fl, Hudson , NY 12534
Estimated Amount	\$25,000.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	HVADC will provide programs to county farmers and municipalities that are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, and agricultural development support. This partnership was recommended in the adopted County Agricultural & Farmland Protectio Plan and is budgeted in the 2023 budget.
Budget Line Item	AA8020 - 4465 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

Albany County
Department of Economic Development, Conservation and Planning
112 State Street, Room 1310
Albany, NY 12207-2021
Telephone: (518) 447-5670
<http://www.albanycounty.com>

MEMORANDUM

TO: Contract Administration Board
CC:
FROM: Laura DeGaetano
DATE: November 30, 2022
RE: CAB Review
SUBJECT: Partnership Renewal with Hudson Valley Agribusiness Development Corporation

Please find attached materials supporting a funded partnership with Hudson Valley AgriBusiness Development Corporation (HVADC). This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is currently budgeted for in the Department's 2023 budget.

As a partner, HVADC will provide programs to county farmers that are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, and agricultural development support.

If you have any questions about the proposal or require additional information, please feel free to contact me at your convenience at 447-5670.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION
FOR THE PROVISION OF PROGRAMS TO PROMOTE
ENTERPRISES AMONG COUNTY FARMERS

Contract No. 6640 OF 2021

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 the Hudson Valley Agribusiness Development Corporation, a New York not-for-profit corporation with a principal address at 507 Warren Street, 2nd Floor, Hudson, New York 12534 (hereinafter, the "Contractor"). The County and the Contractor may be referred to individually as a "[p]arty" and collectively as the "[P]arties."

WITNESSETH:

WHEREAS, the County has a vested interest in promoting and encouraging farm and farm-related enterprises throughout Albany County to effectively marshal and utilize technological, organizational, and funding opportunities to improve and expand those enterprises; and

WHEREAS, the Contractor's mission is to develop and provide innovative solutions that create dynamic agricultural entrepreneurship and enhance economic growth in the Hudson Valley, and supporting policies and regulations that recognize and support New York State's agricultural economy; and

WHEREAS, the Contractor has submitted a proposed agreement to establish the relationship between the County and the Contractor (hereinafter the "Contractor's Proposed Agreement") and;

WHEREAS, recognizing the importance of farming and related agricultural businesses, the County has modified the Proposed Agreement with the terms and conditions required to meet the County's needs; and

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

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; and the Contractor's Proposed Agreement, which is incorporated by reference and made a part hereof.
- 1.2 In the event of any discrepancy, disagreement, or agreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement, 2) the Contractor's Proposed Agreement.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide programs and services to Albany County Farmers that are designed to support growth and development of agriculture and related industries. These services shall include:

1. Providing technical assistance to farmers and farm-related/farm-dependent businesses applying for funding or implementing awards from various public and private sources including but not limited to: USDA Value Added Grant, USDA Rural Business Enterprise Grants, SBA, EDA, NYS Consolidated Funding Applications, etc.
2. Providing planning services to local farmers and farm-related/farm-dependent business seeking to diversify production.
3. Providing expansion counseling to local farmers and farm-related/farm-dependent businesses seeking to add process capacity and expand operations to make room for the next generation.
4. Supplying new farm and farm-related/farm-dependent businesses referrals for site search selection opportunities to locate in Albany County.
5. Providing referrals to the County's Industrial Development Agency (IDA) for consideration of funding support.
6. Providing representation and technical support to ensure farms and farm-related/farm dependent business interests are included in NYS Regional Economic Development Councils' plans and implementation.
7. Providing local farm product sourcing for regional commercial and institutional buyers.
8. Providing development and promotion of farm and local business sourcing to support agri/culinary-tourism and educate the community members and markets of the role local sourcing plays in economic development through the Hudson Valley Bounty Program and regional branding.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS (US currency) as full compensation for all services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment in full shall be due upon full execution of this Agreement. Payment shall be made upon Contractor having submitted to the Albany County Department of Economic Development, Conservation and Planning a duly executed Albany County Claim Form and voucher. Upon acceptance of Contractor's claim form, it shall be forwarded to the Albany County Comptroller and payment rendered.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2022 and continue in effect until December 31, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 The County shall have the right at any time to terminate this Agreement by written notice of such termination provided to Contractor by the County. In the event of such termination of this Agreement, Contractor shall be entitled to compensation for all work heretofore authorized and performed pursuant to this Agreement. In the event that compensation to Contractor and reimbursement to the County cannot be determined on the basis of services having been performed, then and in that event, reimbursement shall be made on a pro-rata basis based upon the date of termination.
- 6.2 In the event of a breach by Contractor of any of the terms of this Agreement, Contractor shall pay to the County all direct and consequential damages caused by such breach including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the contract work together with the County's own costs incurred in procuring a substitute Contractor.

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 relative 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

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

Contractor hereby represents that 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

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

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 or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 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 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. 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 18. ACCOUNTING RECORDS

- 18.1 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.
- 18.2 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.
- 18.3 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. GOVERNING LAW

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

ARTICLE 26. 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.

ARTICLE 27. MODIFICATION

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

ARTICLE 28. 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.

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

COUNTY OF ALBANY

DATED: _____

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

HUDSON VALLEY AGRIBUSINESS
DEVELOPMENT CORPORATION

DATED: _____

BY: _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the ____ day of _____, 2021, 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 ____ day of _____, 2021, 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.

Notary Public

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

On the ____ day of _____, 2021, before me, the undersigned, personally appeared _____, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Laura DeGaetano
Economic Development Conservation and Planning

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 1, 2022

RE: Sole Source Letter

I am in receipt of your sole source documentation for Hudson Valley Agribusiness Development Corporation.

I approve this sole source and concur with your contract recommendation in the amount of \$25,000 to Hudson Valley Agribusiness Development.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

Albany County Request for Contract Approval

Contract #	2022-667
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	N) None
Department	A1171 - APD
Date Submitted	Wednesday, November 30, 2022
Contact Person	Sodhi, Tina
Contact Phone	1 (518) 447-5582
Vendor Info	New York State Defenders Association, Inc. 194 Washington Ave., Ste. 500, Albany, NY 12210
Estimated Amount	\$25,120.00
Estimated Term	12/19/2022 to 12/18/2023
Scope of Services	This is an amended contract from the previous contract (2022-407) submitted in May and executed in July of 2022. Due to delays by NYSDA, we were unable to upgrade to the new system until December 19th. The new amended contract has a new invoice amount for the full year, until December 2023; whereas the previous one was prorated. There are no other changes.
Budget Line Item	AA1171 - 44120 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



HON. DANIEL P. MCCOY
ALBANY COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE ALTERNATE PUBLIC DEFENDER
112 STATE STREET, SUITE 720
ALBANY, NEW YORK 12207
(518) 447-5532 FAX: (518) 447-7416
WWW.ALBANYCOUNTY.COM

TINA K. SODHI, ESQ.
ALTERNATE PUBLIC DEFENDER

December 15, 2022

To Whom It May Concern:

Attached please find the contract between NYSDA and the Albany County Alternate Public Defender's Office to upgrade the current case management system to the new Legacy PDCMS cloud based case management.

This is an amended contract from the previous contract (2022-407) that was submitted in May and executed in July of 2022. Due to delays by NYSDA, we were unable to upgrade to the new system until December 19th, 2022. The new amended contract has a new invoice amount for the full year, until December 2023; whereas the previous invoice was prorated.

Due to some unforeseen delays, the going live date has been amended from December 19th to early January, 2023.

Thank you for your assistance. Please feel free to contact me if you have questions.

Very truly yours,

Tina K. Sodhi, Esq.



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. · Suite 500 · Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

November 3, 2022

Tina Sodhi, Esq.
Albany County Office of the Alternate Public Defender
112 State Street
Albany, NY 12207

Re: Invoice # 110322-01

INVOICE

This invoice outlines the pre-installation fees needed to move your office's PDCMS to the cloud. These fees will allow us to set up your cloud server and storage, move your Discovery to the cloud, set up active directory for your authorized users, etc.

Our PDCMS cloud contract states in section 3b) The "Order" attached to this Agreement as Exhibit 2 sets forth OFFICE fees for the PDCMS for the Subscription Term. OFFICE shall pay such fees in full prior to the commencement of the Subscription Term and the grant of access to PDCMS to OFFICE's authorized users.

The Subscription Term is 12/19/22 – 12/18/23.

Kindly remit payment since the contract has been signed by both parties and we will begin this work.

12/19/22 – 12/18/23

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 13 authorized users	\$35/user/month (\$35 x 13 users = \$ 455) (\$ 455 x 12 mos = \$ 5,460.)	\$ 5,460.00
Cloud server for PDCMS Cloud & Legacy PDCMS	This is the annual fee to maintain & manage the Cloud server for between 11 – 20 named users.	\$ 2,160.00
5 TB storage on cloud server	\$100/TB/month (\$100 x 5 TB = \$ 500/month) (\$ 500 x 12 mos = \$ 6,000)	\$ 6,000.00
One-time fee to transition to the cloud	One-time fee to set up cloud server, set up active directory, migrate current data to the cloud, etc.	\$ 5,000.00
Annual support (13 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500 per authorized user \$500 x 13 = \$6,500	\$ 6,500.00
Total		\$ 25,120.00

Please return this invoice with payment and mail to:

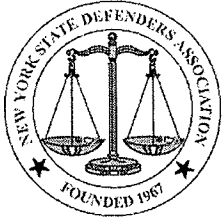
Business Manager
New York State Defenders Association
194 Washington Avenue, Suite 500
Albany, NY 12210

Thank you.

Exhibit 1.

**New York State Defenders Association
January 2022 PDCMS Fee Structure**

NYSDA PDCMS Cloud Hosting Fees	Annual Cost (Monthly Fee)
1 - 10	\$1,680
11 - 20	\$2,160
21 - 30	\$3,840
31 - 40	\$4,320
41 - 50	\$4,800
51 - 100	\$7,200
101 - 150	\$9,600
151 - 200	\$12,000
201 - 250	\$14,400
251 - 300	\$16,800
SaaS Fees	
One-time transition/set-up fee to move to the cloud	\$ 5,000
Monthly fee – access to “legacy” PDCMS in the cloud	\$ 35/Authorized User/Month
Cloud storage fees (Discovery)	\$ 100/TB/Month
SUPPORT	
PDCMS Maintenance and Software Support Agreement - This annual fee is based upon the total number of PDCMS authorized users and includes software maintenance, bug fixes, new software releases, telephone support and remote support.	\$ 500/Authorized User/Year
TRAINING	
PDCMS On-Site Training - If training is on-site, you may be charged travel expenses.	\$ 1,500 per day
PDCMS Remote Training	\$ 750 per day
Special Features/Custom Requests - If you require customized features or reports, we can provide them at an additional fee.	\$ 150.00/hr



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. · Suite 500 · Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined for the Albany County Alternate Public Defender Office, covering the period outlined below.

12/19/22 – 12/18/23

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 13 authorized users	\$35/user/month (\$35 x 13 users = \$ 455) (\$ 455 x 12 mos = \$ 5,460.)	\$ 5,460.00
Cloud server for PDCMS Cloud & Legacy PDCMS	This is the annual fee to maintain & manage the Cloud server for between 11 – 20 named users.	\$ 2,160.00
5 TB storage on cloud server	\$100/TB/month (\$100 x 5 TB = \$ 500/month) (\$ 500 x 12 mos = \$ 6,000)	\$ 6,000.00
One-time fee to transition to the cloud	One-time fee to set up cloud server, set up active directory, migrate current data to the cloud, etc.	\$ 5,000.00
Annual support (13 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500 per authorized user \$500 x 13 = \$6,500	\$ 6,500.00
Total		\$ 25,120.00

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

**AMENDMENT
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM™
AGREEMENTS
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AMENDMENT, made this _____ day of _____, 2022 by and between County of Albany for the Albany County Office of the Alternate Public Defender, having offices located at 112 State Street, Albany, New York 12207 (“OFFICE”), and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314 (“NYSDA”).”

WITNESSETH:

WHEREAS, OFFICE and NYSDA are parties to a Professional Services Agreement, (the “Agreement”), and a Maintenance and Software Support Agreement, (“Attachment A”), (Contract #05-1170-0001) which is extended and/or amended each year, giving OFFICE the rights, among other things, to run and use NYSDA’s legacy *Public Defense Case Management System™* computer program (“Legacy PDCMS”), and to receive NYSDA’s software support and maintenance services in connection with its use of the Legacy PDCMS;

WHEREAS, OFFICE desires to have its Legacy PDCMS database moved from its local server (on-premises) to the cloud to be hosted by NYSDA and to retain its access to the functionality available in the Legacy PDCMS while hosted in the cloud; and

WHEREAS, NYSDA is in the process of converting the Legacy PDCMS to an online software-as-a-service (“SaaS”) application (“PDCMSCloud”, and collectively with Legacy PDCMS, “PDCMS”) and will give OFFICE access to PDCMSCloud through a SaaS subscription;

WHEREAS, OFFICE desires to subscribe to Legacy PDCMS and PDCMSCloud and to receive NYSDA’s support and maintenance services for one additional year (the “Subscription Term”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. OFFICE understands and agrees that, following the move of its Legacy PDCMS database to the cloud, OFFICE’s license rights to use the Legacy PDCMS locally (pursuant to

Section 37 of the “Agreement”) shall terminate, and NYSDA shall no longer provide any support or maintenance services to any locally-hosted (on-premises) version of the Legacy PDCMS program.

2. Section 31 (Year 2000 Compliance) of the “Agreement” is no longer applicable, is deleted in its entirety, and hereby replaced with the following:

“(OFFICE’S ACCESS AND DATA)”

a. NYSDA shall provide OFFICE with commercially reasonable access to PDCMS, subject to reasonable downtime for scheduled or unscheduled maintenance. NYSDA will provide OFFICE with prior notice within a reasonable time before scheduled downtime. NYSDA will routinely backup all electronic data and information submitted by OFFICE to PDCMS in connection with its use of the PDCMS in accordance with this Agreement, including, without limitation, all OFFICE discovery materials, and the documents and data described in Sections 33 – 35 of this “Agreement” (individually and collectively, “OFFICE Content”). NYSDA shall use industry-standard security measures to maintain OFFICE Content in confidence and to maintain OFFICE’s login information and will provide a secure method of authenticating and accessing the PDCMS by utilizing code that follows password management best practices.

b. PDCMS and all OFFICE Content, shall be hosted on a Federal Risk and Authorization Management Program (FedRAMP) cloud server employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. NYSDA shall ensure the hosting services shall be performed in the United States of America, and no portion of the hosting services shall be performed outside of the US.

c. OFFICE hereby grants to NYSDA, its contractors, agents and licensees, and the contractors, agents and licensees of the foregoing, the non-exclusive right and license to access, copy, store, configure, display and transmit OFFICE Content as NYSDA deems necessary to provide the PDCMS services to OFFICE under this Agreement. OFFICE Content is the Confidential Information of OFFICE, subject to the limitations of Sections 55 and 56 of this “Agreement”.

3. A new Section 37-A is hereby added to the “Agreement”, as follows:

“(SOFTWARE-AS-A-SERVICE)”

- a. For the term of the Maintenance Agreement, NYSDA hereby grants to OFFICE a subscription (“**Subscription**”) to the PDCMS service for “**Authorized Users**” in accordance with the Order. Cloud server fees and NYSDA’s Legacy PDCMS hosting fees are outlined in the Fee Structure attached to this Agreement as Exhibit 1.
- b. The “Order” attached to this Agreement as Exhibit 2 sets forth OFFICE fees for the PDCMS for the Subscription Term. OFFICE shall pay such fees in full prior to the commencement of the Subscription Term and the grant of access to PDCMS to OFFICE’s authorized users.
- c. OFFICE shall provide NYSDA with a list of Authorized Users and level of access (role) requested for each Authorized User.
- d. OFFICE acknowledges and agrees that NYSDA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the services.
- e. Once Legacy PDCMS is moved to the cloud, OFFICE should delete current Legacy PDCMS icons from all computers and replace them with PDCMSCloud icons or link to browser address, as PDCMS users will no longer be able to access Legacy PDCMS on their local server (on-premises). Additional log-ins will be made available for PDCMSCloud (SaaS) screens for Authorized Users at this time. Access to the Legacy PDCMS and PDCMSCloud will be limited to Authorized Users. OFFICE is responsible for notifying NYSDA when an Authorized User’s log-in should be deactivated.
- f. OFFICE shall not grant access to PDCMS to (i) another person or entity other than OFFICE’s named Authorized Users, or (ii) provide case management service to a third party. OFFICE shall notify NYSDA promptly upon becoming aware of any unauthorized access to the PDCMS or related systems.
- g. OFFICE acknowledges that NYSDA and its subcontractors exercise no control over the content of the information transmitted by OFFICE or its Authorized Users through PDCMS. OFFICE shall not unlawfully upload, post, reproduce or distribute any information, software or other material protected by copyright, or

any other intellectual property right using PDCMS.

- h. OFFICE is responsible for accuracy, quality, integrity, legality, reliability and appropriateness of all OFFICE Content. OFFICE shall not use PDCMS to: store or transmit any infringing, libelous, unlawful or tortious material; store or transmit material in violation of third-party privacy rights; to store or transmit Malicious Code; or interfere with or disrupt the integrity or performance of PDCMS or data contained in it. As used in this Agreement, the term “**Malicious Code**” means any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs.”
- i. NYSDA shall report to OFFICE, with all relevant details, any event that NYSDA reasonably believes represents unauthorized access to, disclosure of, use of, or damage to OFFICE content (a “**Security Breach**”).
- j. In the event of a Security Breach, NYSDA shall (a) cooperate with OFFICE to identify the cause of the breach and to identify any affected OFFICE Content; (b) assist and cooperate with OFFICE in investigating and preventing the recurrence of the Security Breach; and (c) assist and cooperate with OFFICE in any litigation or investigation against third parties that OFFICE undertakes to protect the security and integrity of OFFICE Content.
- k. At all times, NYSDA, and any third party vendors and hosting partners it utilizes to provide these services, shall (a) use industry standard information security practices for transmitting and storing OFFICE Content; (b) employ industry standard practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, encryption, and authentication protocols, vulnerability, and patch management, and (c) ensure its host facilities maintain industry standards for security and privacy. Notwithstanding the foregoing, OFFICE acknowledges that there remains a material risk that Confidential Information and OFFICE Content stored and transmitted electronically through PDCMS may be intercepted by third parties, which risk increases if PDCMS is accessed outside the United States, and agrees to accept that risk and will not hold NYSDA, its officers, employees, contractors, agents or licensees liable for any loss, damage, or injury resulting from the interception of OFFICE Content.
- l. OFFICE shall not assign, sublicense, transfer, pledge, lease, rent or share any of its rights under this Agreement, copy, frame or mirror any content forming part of PDCMS, access or use PDCMS to build a competitive product or service, or to copy, evaluate or

monitor ideas, features, functions or graphics, or to monitor or evaluate the availability, performance or functionality of PDCMS, NYSDA's services, or for any other benchmarking or competitive purposes.

- m. OFFICE shall comply with all applicable laws and governmental rules and regulations in connection with its use of PDCMS.
3. References in Section 38 of the "Agreement" (Warranty) to "products" are hereby deemed to include, without limitation, all services provided to OFFICE by NYSDA and all contractors of NYSDA under the "Agreement" and "Attachment A", including the provision and hosting of PDCMS.
 4. Section 42 of the "Agreement" is hereby amended by adding at the end of such provision the following:

In addition, and not by way of limitation of any other right or remedy available to NYSDA, NYSDA may suspend the PDCMS services and OFFICE's access to PDCMS upon the occurrence of one of the following events:

(a) if OFFICE fails to timely pay any undisputed amounts due to NYSDA in accordance with this Agreement, but only after NYSDA notifies OFFICE of such failure and nonpayment continues for fifteen (15) days after OFFICE's receipt of such notice; or

(b) immediately without prior notice if NYSDA or its hosting contractor reasonably concludes that OFFICE or its Authorized User is causing immediate and ongoing material harm to NYSDA, its contractor or agent, the PDCMS service or any related software or hardware arising out of any OFFICE conduct prohibited by Section 37-A(h). NYSDA shall advise OFFICE of the suspension under clause (b) as soon as practicable under the circumstances, and OFFICE shall cooperate with NYSDA and its contractor to diligently attempt to resolve the issue.

Suspension of the PDCMS services shall not release OFFICE of its payment obligations under this Agreement. NYSDA AND ITS CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY OFFICE OR ANY AUTHORIZED USER AS A RESULT OF NYSDA'S EXERCISE OF ITS SUSPENSION RIGHTS IN ACCORDANCE WITH THIS SECTION.

5. Section 3 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is hereby amended as follows:
 - a. by replacing the sentence “The fee will be based upon twenty-five to thirty PDCMS concurrent licenses (distributed between the APDO and AAPDO offices) may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index.” with “The annual support fee will be based upon your number of Authorized Users ; and
 - b. by replacing the sentence “This PDCMS Maintenance and Software Support Agreement fee shall be paid by COUNTY within forty-five (45) days of invoice at the beginning of each annual maintenance period.” with “This PDCMS Maintenance and Software Support Agreement fee shall be paid by OFFICE upon receipt of the invoice at the beginning of each annual maintenance period.”
6. Section 12 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is deleted and replaced in its entirety with the following:

“This Agreement shall terminate on December 18, 2023 unless otherwise extended by written agreement of the parties.”
7. Exhibit 3 to the Maintenance Agreement (“Attachment A” of the “Agreement”) – the PDCMS Fee Structure - is deleted in its entirety and is replaced by the attached Exhibit 1 (January 2022 PDCMS Fee Structure).
8. Except as expressly amended hereby and but for such obligations of the parties as shall have been performed, all other terms and conditions of the “Agreement” and “Attachment A” shall remain unchanged and in force.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date set forth above.

COUNTY OF ALBANY (for Albany County Office of the Alternate Public Defender)

By: _____

Name:

Title:

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____

Susan C. Bryant, Esq.

Executive Director

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

On this _____ day of _____, in the year _____ before me, the subscriber, personally came _____, to me known, who being by me duly sworn did depose and say that [s/he] is the _____ of the COUNTY OF ALBANY, and the person described in and who executed the foregoing instrument in the name of the Albany County Office of the Alternate Public Defender, and [s/he] duly acknowledged to me that [s/he] executed the same as and for the act and deed of said Albany County Office of the Alternate Public Defender.

Notary Public; State of New York

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

On this _____ day of _____, in the year _____ before me, the subscriber, personally came **SUSAN C. BRYANT**, to me known, who being by me duly sworn did depose and say that she is the Executive Director of the New York State Defenders Association, Inc. and the person described in and who executed the foregoing instrument in the name of the New York State Defenders Association, Inc., and she duly acknowledged to me that she executed the same as and for the act and deed of said New York State Defenders Association, Inc.

Notary Public; State of New York

Albany County Request for Contract Approval

Contract #	2022-678
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Friday, December 02, 2022
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Complete Perfection Construction, LLC (dba) Perfection Roofing 705 S. Pearl St., Albany, NY 12202
Estimated Amount	\$33,975.00
Estimated Term	10/1/2022 to 9/30/2023
Scope of Services	Replace existing corrugated roofing system of the Waldman Lodge with new corrugated roofing system.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 2, 2022

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of an amendment to contract 2022-522 with Complete Perfection Construction, LLC (dba) Perfection Roofing for installing a new corrugated roofing system on the Waldman Lodge. Amendment to agreement 2022-522 for increased material costs and the correction of the company name. August 19, 2022 quoted price of \$30,520 is increasing to \$33,975 reflecting current market material costs. Complete Perfection Construction, LLC (dba) Perfection Roofing remains the lowest of the three quotes received.

The contract term remains the same, October 1, 2022 through September 30, 2023.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

Latina, David

From: Paulo Martins <info@perfectionroofingny.com>
Sent: Thursday, December 1, 2022 4:45 PM
To: Latina, David
Cc: Tom Genovesi
Subject: Perfection Roofing Revised Estimate

Hello David,

Per our telephone conversation earlier, I have attached an updated estimate associated to the Corrugated Metal roof replacement at 293 CR 109, Feura Bush, NY 12067. This new estimate reflects the increase in the materials. Also, please correct our company name in your documents to:

Complete Perfection Construction LLC (assumed name Perfection Roofing)
705 S. Pearl Street
Albany, NY 12202

Thank you.

Linda, Office Manager

Perfection Roofing

info@perfectionroofingny.com

518.599.0142 (Office)

518.977.4036 (Fax)



PAULO MARTINS /TOM GENOVESI
 705 S. Pearl St, Albany NY 12202
 p. 518.599-0142 f. 518.977.4036
 info@perfectionroofingny.com
 www.perfectionroofingny.com

CORRUGATED METAL ESTIMATE

Name: Brian McCoy
 Address: 293 CR-109
 City: Faura Bush State: NY
 Email: Brian.McCoy@Albanycountyny.com

Date: 11/30/2022
 Phone: 518-768-2560
 Zip: 12067

REPAIR:

JOB DESCRIPTION:

Remove old corrugated metal roof.

Install new corrugated metal roof

Drip Edge - 3"

Corrugated Metal Panels

Ridge Cap

Flash around chimney

Underlayment - TriBuilt

Screws

All materials and Labor

We hereby propose to furnish labor and materials in accordance to the above specifications, for the sum of: \$ 33,975.00

0% Down with balance \$ _____ due upon completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by worker's compensation insurance. ***The pricing associated to this estimate expires 90 days from the date of estimate.

Acceptance of Proposal: The above process, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to perform work as specified. Payment will be made as outlined above. By signing below the parties hereto have created an enforceable contract. See Credit Policy Agreement for additional terms.

Customer Signature: _____ Date: _____
 Thomas Genovesi or
 Paulo Martins: [Signature] Date: 11/30/22

Albany County Request for Contract Approval

Contract #	2022-687
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Thursday, December 08, 2022
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Grace Roofing 1562 New Scotland Rd., Slingerlands, NY 12159
Estimated Amount	\$34,500.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	Replacement of the existing roof of the Rail Trail Depot Building, 839 Kenwood Ave., Slingerlands with a RLS Standing Seam Metalroof system as further described in their quote. Any additional replacement of roof decking will be at \$3.25 per sq. ft.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 8, 2022

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Grace Roofing for replacement of the existing roof of the Rail Trail Depot Building, 839 Kenwood Ave., Slingerlands with a RLS Standing Seam Metal roof system as further described in their quote. Any additional replacement of roof decking will be at \$3.25 per sq. ft. Of the multiple quotes obtained Grace Roofing was the lowest at \$31,000.00. A contingency amount of \$3,500.00 is being included.

The contract term will be January, 2023 through December 31, 2023.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas

Enclosure(s)

RFQ- Roof Replacement					
Rail Trail Depot Building- Roof Replacement					
Roof Replacement- Roofing Proposals- Proposal Tabulation					
	DeBrino	Perfection	Pinnacle	Grace Roofing	Titan
Demolition shingle removal	\$ 9,419.52	\$ 4,250.00	\$ 11,000.00	\$ 1,500.00	5000 Est.
Asphalt Lifetime Shingles	No Quote	\$ 14,500.00	\$ 18,300.00	\$ 10,500.00	\$ 25,600.00
24Ga. Standing seam Metal roof	No Quote	\$ 47,750.00	No Quote	\$ 29,500.00	\$ 47,200.00
Contingency Allowance	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Total Price for Demo & Shingles	No Quote	\$ 22,250.00	\$ 32,800.00	\$ 15,500.00	
Total price for demo & metal	No Quote	\$ 55,500.00	No Quote	\$34,500.00	\$ 56,700.00

GRACE ROOFING

*1562 New Scotland Rd.
Slingerlands, NY 12159
518-209-4224*

CONTRACT/QUOTE

Date: 12.07.22

Attn: Albany County
839 Kenwood Ave.
Slingerlands, NY 12159

Job Description: Remove the existing roof, install 1" Drip edge, install Ice & Water barrier on the entire surface, then install a new 21" RLS Standing Seam Metal roof system, 24 Gauge. Any damaged or rotted wood is replaced at \$3.25 per sq. ft. New Materials include: 21" RLS Standing Seam Panels, 1" Drip Edge, Hip Metal, Ice & Water Barrier, Transitional Flashing and 1 1/2" Standing Seam Screws. Labor & Materials & Waste Removal Included (see details below).

Warranty: 35 Year Paint Finish Warranty and Limited Lifetime Manufacturers Metal Warranty

Time To Completion: 1 Day (Weather Permitting)

This is an estimate not a final cost. Due to changes or requests from a client during construction, this estimate is subject to change. Grace Roofing LLC requires payment in full upon completion date. There is a 3% fee charged monthly for any late balance.

New Roof Installation Total: \$29,500.00 (19.47 Sq.)

Roof Removal & Waste Removal of 2 Layers of Shingle and Installing a Tarp: \$1,500.00

1/2" OSB Installation Total Including Labor & Plywood Total: \$5,000.00

Roof Color: _____

GRACE ROOFING

1562 New Scotland Rd.
Slingerlands, NY 12159
518-209-4224

CONTRACT/QUOTE

Date: 12.07.22

Attn: Albany County
839 Kenwood Ave.
Slingerlands, NY 12159

Job Description: Remove the existing roof, cut open ridge to 3" in width, Install a new Lifetime Series Architectural Shingle (Brand & Color of Choice).

New Materials include: Lifetime Architectural Shingles, starter strip, 1 ½" drip edge, Step Flashing where it is past its lifecycle or is damaged, Ice & Water Barrier 6' along all heated eaves and 3' in any valleys, and along any penetrations, and transitional wall flashing, Synthetic Underlayment, 1 ¼" galvanized nails, New Pipe Collars, beveled and baffled Ridge Vent and Hip and Ridge Caps. Any rotted wood removed and replaced is \$3.25 per sq. ft. Labor & Materials & Waste Removal Included (see details below).

Warranty Info: 50 Year Non-Prorated Lifetime Manufacturer's Coverage

10 Year Labor
130 MPH Wind Warranty
10 Year Algae Resistance Streakfighter Warranty
(Transferable between one owner transfer)

Time To Completion: 1 Day (Weather Permitting)

This is an estimate not a final cost. Due to changes or requests from a client during construction, this estimate is subject to change. Grace Roofing LLC requires payment in full upon completion date. There is a 3% fee charged monthly for any late balance.

New Roof Installation Total: \$10,500.00 (19.47 Sq.)

Roof Removal & Waste Removal of 2 Layers of Shingle and Installing a Tarp: \$1,500.00

½" OSB Installation Total Including Labor & Plywood Total: \$5,000.00

Brand Choice: _____ Color Choice: _____

Please Circle Drip Edge Color: Black, White or Brown



GRACELLC01

NSHANNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2022

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

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

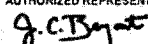
PRODUCER Bryant Asset Protection, Inc. 1280 New Scotland Road Slingerlands, NY 12159	CONTACT NAME _____	
	PHONE (A/C, No., Ext.): (518) 439-1141	FAX (A/C, No.): (518) 475-0030
EMAIL ADDRESS: info@bryantasset.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Champlain Specialty Insurance Company		
INSURER B: New York State Insurance Fund		52421
INSURER C: ShelterPoint Life		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR. LIB.	TYPE OF INSURANCE	ADDL. SUBR. (INS. NO.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CSAR-CGL-0001015-01	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP. (Any one person) \$ 5,000
						PERSONAL & ADV. INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea. accident) \$
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRE/AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
		DED. RETENTIONS				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	2451206-3	1/1/2022	1/1/2023	PER STATUTE / OTH-ER \$
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	NY Statutory DBL/PFL		D560658	7/23/2022	7/23/2023	1X Benefit Level

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

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Albany County of Albany department of General Services

Request for Quote

Project: Roof Replacement

Location: Rail Trail Depot Building, 839 Kenwood Ave. Slingerlands N.Y.

Albany County is requesting quotes for the replacement of the existing asphalt roof at the above location. The scope of work shall encompass the complete removal of all existing roofing layers down to the wood deck. The Roofing Contractor shall be solely responsible for satisfaction of all requirements described herein.

Contractor shall perform all work, and dispose of all materials and building components in accordance with all applicable Codes, Regulations, and Standards

Coordinate all work with the Albany County Department of General Services Facility Engineering Division (ACFE).

Contractor shall be responsible for keeping all areas of the work site contained within limits of work zone and provide adequate barricades or means of access. Construction waste and debris shall be moved off site in a timely manner and as regulatory requirements allows/dictates.

Perform roofing in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.

Contractor shall assume to perform all general work during regular business hours, between 7:00 AM and 4:00 PM, Monday through Friday, non-holidays.

Scope of Work:

Phase 1- Demolition Shingle removal

Phase 3- Roof Replacement

- 1- Temporarily support the roof overhang while removing existing roof.
- 2- Remove the existing shingle roof system down to the wood roof deck and legally dispose of.
- 3- Install metal roof system according to the manufacturer's installation instructions. / Install Asphalt shingles according to manufacturer's installation instructions.
- 4- Final clean all construction debris from site and legally dispose of.

All work to be performed in a professional manner following all roofing standards, and without reasonable delay. Start work immediately upon receiving a Notice to Proceed from the County.

Gracie
Birnack } competitors

Quote Form

A- Lump sum Quote:

Phase 1 Demolition: Total cost to remove all shingles and debris from roof and site. \$ 4,250

Phase 3 Installation of new roof: Total cost to install new roof system.

A- Total cost to install a 24Ga. Snap lock standing seam metal roof system. \$ 47,750

B- Total cost to install a lifetime architectural as Asphalt shingle roof system. \$ 14,500

Total shingle price - \$18,750

Total Standing Seam Metal price \$ = \$52,000

PINNACLE ROOFING INC.

We've got you covered.



1101 Wedgewood Heights
Schenectady, New York 12306
(518) 435-2400
www.pinnroof.com

Roofing Proposal

Representative

Brian Deeb

Phone Number

518-369-9727

Date

12/6/22

Customer Information

(Estimate Good for 15 Days)

Name

John Neri

Address

839 Kenwood Avenue

City

Slingerlands

State

NY

Zip

12159

Email

john.neri@albanycountyny.gov

Home Phone

(518) 423-9290

Cell Phone

(518) 423-9290

Type of Work

- Residential
- Commercial
- Full Replacement
- Partial Replacement
- New Construction
- Repair
- Other

12/2/22 - Attic & Roof inspection

GENERAL CONDITIONS/MISC.

- Framing: rafters, 24"+ OC
- Sheathing: roof boards - some areas decked over with OSB/Plywood
- Existing Roofing Material: Asphalt shingles (minimum of 2 layers)
- Ventilation: Ridge vent to be cut
- Miscellaneous:
 - Penetrations: N/A
 - Chimneys: N/A
 - Skylights: (2) - to be removed
 - Protection needed for landscaping, rail trail & surrounding area

SCOPE OF WORK & PRICING

22 sq (2 layers rip & remove, color TBD) - skylights to be removed

- Based on 10% Waste Factor
- Re-Fasten ALL sheathing with ring shank nails
- Install Grace Select Ice & Water Shield on the entire roof.
- Replace all drip edge with 1 5/8" reveal
- Install starter strip on ALL Eaves & Rakes
- Install Owens Corning VentSure Ridge Vent
- Install Owens Corning Hip & Ridge Cap Shingles where applicable
- Install Owens Corning Duration Shingles

Phase 1:

1. Temporarily support the roof overhangs while removing existing roofing.
2. Use temporary safety fencing as needed.
3. Remove the existing shingle roof system down to the wood deck & legally dispose of.
4. Cover the entire roof surface with tarps provided by Albany County.

Phase 1 Demolition: Total Cost to remove shingles & debris from roof & site: **\$11,000.00**

Phase 2:

Carpentry work completed by others. Framing, roof deck repair etc. is not the responsibility of Pinnacle Roofing

Phase 3: Install Asphalt Shingles as stated above

Phase 3 Total cost to install a lifetime architectural asphalt shingle roof system: **\$18,300.00**

Total Cost for Phase 1 & Phase 3: **\$29,300.00**

SHINGLES

- CertainTeed Color _____
- Owens Corning Color TBD
- Other Color _____

Customer Initials _____

Note: There will be an additional 10% charge to change the color of the shingles or the cancellation of the project after the materials have been ordered.

ADDITIONAL WORK (TBD)

- Cost to Remove & Dispose of Each Additional Layer \$30.00/Square
- Plywood (per Sheet) 1/2", \$105.00ea.; 5/8", \$125.00ea.; 3/4", \$145.00ea.
- Other _____

SKYLIGHTS

If installing skylights, both replacement and new construction, there may be additional work needed to be done by a carpenter on the interior of the light shaft. Pinnacle Roofing, Inc. is NOT responsible for this work or any of the associated costs that may be incurred unless otherwise stipulated.

Customer hereby acknowledges, the existing skylight(s) shall NOT be replaced and that Pinnacle Roofing, Inc., shall NOT be responsible for any leakage, damages, or other consequences due to the failure of the skylight(s) and or the components or materials associated with the skylight system.

N/A

The warranties described below shall not apply to any leaking, damages, or other consequences associated with the existing skylight(s) and /or the components or materials associated with the existing skylight system.

Customer Initials _____ Date _____

EXTENDED MANUFACTURERS WARRANTIES

We offer extended warranties backed by Owens Corning and CertainTeed. These warranties are non-prorated and cover materials, labor, tear off, and disposal for up to 50 years. We must know if you want the extended warranty before the project begins.

- Owens Corning Standard CertainTeed _____
- Commercial _____

PINNACLE ROOFING WORKMANSHIP WARRANTY

We have a 10-year warranty on workmanship. The warranty on materials depends on the homeowner's selections of shingles.

TOTAL PROJECT COST

The customer hereby, agrees to pay Pinnacle Roofing, Inc., for work described in this Contract, in the amount of
\$ 29,300.00

PAYMENTS SHALL BE MADE AS FOLLOWS:

We require a non-refundable down payment of \$1000.00 upon execution of the agreement, so we can schedule a time for performance of the project. The remaining balance shall be due upon completion of the project.

PROTECTING YOUR PROPERTY

We will exercise reasonable care in providing the services described in the agreement and shall adequately protect the property subject to this contract, but shall not assume responsibility for damages to owners' personal property, including but not limited to: shrubs, flowers, trees, driveways, sidewalks, interior fixtures, and cracks or nail-pops that may occur in the ceilings of other finishes inside the building as a result of our work on the roof, unless said damage is a direct result of contractor negligence.

CLEANUP

- We will be responsible for the removal of all roofing work and related refuse disposal.
- When the job has been completed, we will rake, sweep and magnetic broom your property to ensure that all waste and excess materials are removed.
- We make sure that your property does not look like a construction site when we are not there (between work days)
- We are not responsible for cleaning the attic or any of the interior of your home as some debris may fall inside.

SAFETY COMPLIANCE

OSHA has substantially changed requirements for roofing contractors. All employees related to this job have been specifically trained and equipped to comply with OSHA and NRCA (National Roofing Contractors Association) regulations.

TERMS AND CONDITIONS

1. ALL MATERIAL IS GUARANTEED AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. THE CONTRACT DOES NOT COVER DAMAGES OR DEFECTS THAT ARE THE RESULT OF CHARACTERISTICS COMMON TO THE MATERIALS USED, OR CONDITIONS RESULTING FROM CONDENSATION, EXPANSION OR CONTRACTION OF SUCH MATERIALS. THE CONTRACT DOES NOT COVER LEAKS RESULTING FROM ICING AND/OR THE FORMATION OF ICE DAMS. OFTENTIMES LEAKS FROM ICING, AND ICE DAMS ARE CAUSED BY IMPROPER INSULATION AND/OR AIR FLOW IN THE ATTIC.
2. PINNACLE ROOFING, INC., (HEREINAFTER "CONTRACTOR") AGREES TO KEEP IN FORCE AT ITS OWN EXPENSE THROUGH THE COMPLETION OF WORK ON THE PROJECT SUCH LIABILITY INSURANCE AS WILL PROTECT IT FROM CLAIMS, UNDER WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFIT LAWS, FOR BODILY INJURY AND DEATH, AND FOR PROPERTY DAMAGE, THAT MAY ARISE OUT OF WORK UNDER THE CONTRACT, WHETHER DIRECTLY OR INDIRECTLY BY CONTRACTOR, OR DIRECTLY OR INDIRECTLY BY A SUBCONTRACTOR. THE CUSTOMER AGREES TO MAINTAIN IN FORCE HIS OR HER OWN LIABILITY INSURANCE THROUGH THE COMPLETION OF THE WORK ON THIS PROJECT. IN ADDITION, THE CUSTOMER AGREES TO MAINTAIN AT HIS OR HER EXPENSE THROUGH THE COMPLETION OF WORK PROPERTY DAMAGE INSURANCE ON THE WORK AT THE SITE TO ITS FULL INSURABLE VALUE AGAINST FIRE, VANDALISM AND OTHER PERILS ORDINARILY INCLUDED IN EXTENDED COVERAGE. PROOF OF OUR INSURANCE IS AVAILABLE UPON REQUEST.
3. THE CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ANY PRIOR UNDERSTANDING OR REPRESENTATION OF ANY KIND PRECEDING THE DATE OF THE CONTRACT SHALL NOT BE BINDING UPON EITHER PARTY EXCEPT TO THE EXTENT INCORPORATED IN THE CONTRACT. ANY MODIFICATION OF THE CONTRACT OR ADDITIONAL OBLIGATION ASSUMED BY EITHER PARTY IN CONNECTION WITH THE CONTRACT SHALL BE BINDING ONLY IF EVIDENCED IN A WRITING SIGNED BY EACH PARTY OR AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

TERMS AND CONDITIONS (CONT'D)

4. THE CONTRACT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE FAILURE OF EITHER PARTY TO THE CONTRACT TO INSIST UPON THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, OR THE WAIVER OF ANY BREACH OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, SHALL NOT BE CONSTRUED AS THEREAFTER WAIVING ANY SUCH TERMS AND CONDITIONS, BUT SUCH TERMS AND CONDITIONS SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AS IF NO SUCH FORBEARANCE OR WAIVER HAD OCCURRED. ANY NOTICE PROVIDED FOR OR CONCERNING THE CONTRACT SHALL BE IN WRITING AND BE DEEMED SUFFICIENTLY GIVEN WHEN SENT BY CERTIFIED MAIL OR OVERNIGHT DELIVERY SERVICE IF SENT TO THE RESPECTIVE ADDRESS OF EACH PARTY AS SET FORTH IN THE CONTRACT.
5. CUSTOMER AGREES TO PAY INTEREST AT A RATE OF 1.5% PER MONTH ON ANY OVERDUE BALANCE AS WELL AS CONTRACTOR'S COSTS OF COLLECTION INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ENFORCEMENT OF THIS CONTRACT. THE PROPOSAL PRICE IS ONLY GOOD FOR 30 DAYS. A \$25.00 FEE WILL BE ASSESSED ON ALL RETURNED CHECKS.
6. CONTRACTOR RESERVES THE RIGHT TO CANCEL THIS CONTRACT AT ANY TIME, WITHOUT GIVING A REASON, AND WITHOUT PENALTY OR OBLIGATION TO THE CUSTOMER. IN THAT EVENT, CONTRACTOR SHALL STILL BE PAID BY CUSTOMER FOR THE SERVICES RENDERED TO THE DATE OF TERMINATION.
7. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES RELATING TO BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY CAUSED DIRECTLY OR INDIRECTLY IN WHOLE OR IN PART BY MOLD, INCLUDING FUNGUS OR MILDEW REGARDLESS OF THE COST, EVENT, MATERIAL, PRODUCT AND/ OR COMPONENT THAT CONTRIBUTED CONCURRENTLY OR IN ANY SEQUENCE TO THAT INJURY OR DAMAGE. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY EXISTING MOLD DUE TO WATER INTRUSION OR ARISING BECAUSE OF ANY OTHER REASON WHATSOEVER.
8. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THERE ARE NO ASBESTOS CONTAINING MATERIALS THAT WOULD BE DISTURBED AS A RESULT OF THIS INSTALLATION. ASBESTOS COULD BE PRESENT IN THE ROOF SYSTEM, FIRE-PROOFING OF THE ROOF DECK, PIPE COVERINGS, CEILING TILES OR EXISTING ROOF TOP UNIT COMPONENTS BEING REMOVED, ETC. ANY NECESSARY ASBESTOS ABATEMENT WOULD RESULT IN ADDITIONAL COSTS. ANY TESTING PERFORMED OR REQUIRED FOR ASBESTOS CONTAINING MATERIALS WOULD ALSO BE AN ADDITIONAL COST.
9. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LEAKS THAT DEVELOP IN SKYLIGHTS EITHER DURING OR AFTER ROOF RENOVATION.
10. ALL ALTERATION OR DEVIATION FROM THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO ANY SUCH ALTERATIONS OR DEVIATION INVOLVING ADDITIONAL MATERIAL AND/OR LABOR COSTS, WILL BE PERFORMED ONLY UPON WRITTEN ORDER FOR THE SAME, SIGNED BY BOTH PARTIES. IF THERE IS ANY CHARGE FOR SUCH ALTERATION OR DEVIATION, THE ADDITIONAL CHARGE WILL BE ADDED TO THE PRICE OF THE CONTRACT. ANY AND ALL MATERIALS LEFT AT THE END OF THE WORK REMAIN THE PROPERTY OF THE CONTRACTOR.
11. CUSTOMER REPRESENTS AND WARRANTS THAT HE/SHE IS THE OWNER OF THE SUBJECT PROPERTY, OR IN THE ALTERNATIVE, HAS THE EXPRESS AUTHORITY TO REPRESENT AND BIND THE OWNER OF THE PROPERTY.
12. CUSTOMER SHALL NOT WALK UNDER ROOF WORK AREA WHILE ROOF WORK IS IN PROGRESS. CONSTRUCTION SITES ARE DANGEROUS TO ANY PERSON ON THE GROUND, PARTICULARLY IN REGARDS TO FALLING DEBRIS.
13. CUSTOMER AGREES TO KEEP ROOF FREE OF FOREIGN DEBRIS AND OBJECTS THAT COULD HAVE AN ADVERSE EFFECT ON THE ROOFING SYSTEM PERFORMANCE, INCLUDING BUT NOT LIMITED TO SNOW AND ICE DAMS.
14. PROPER INSTALLATION OF THE ROOF SYSTEM MAY REQUIRE REPLACEMENT OF EXISTING FLASHING. DURING SUCH REPLACEMENT, SIDING ADJACENT TO THIS FLASHING WHICH HAS DETERIORATED MAY CRACK, BREAK OR TEAR. CONTRACTOR IS COMMITTED TO MAKING EVERY REASONABLE EFFORT TO AVOID DAMAGE, BUT IS NOT RESPONSIBLE FOR DAMAGE TO CUSTOMER'S SIDING THAT OCCURS DURING THE ROOF INSTALLATION PROCESS.
15. CONTRACTOR WILL SEND A REPRESENTATIVE TO INSPECT AND INVESTIGATE ANY REPORTED LEAK IN THE ROOF SYSTEM. MORE THAN ONE INSPECTION MAY BE NECESSARY TO ISOLATE THE CAUSE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE ACCEPTABLE TIMES AND DATES FOR SUCH INSPECTIONS AND ACCESS. IF, UPON INSPECTION, THE REPORTED LEAK IS DETERMINED TO BE AN ISSUE NOT THE FAULT OF CONTRACTOR, CUSTOMER AGREES TO PAY FOR CONTRACTOR'S VISIT(S) AT A RATE PROPORTIONAL TO THE TIME AND NATURE OF INSPECTION PERFORMED.
16. ROOFING CAN CAUSE DUST, DEBRIS, AND SMALL PARTICLES FROM ROOF INSTALLATION TO ENTER THE BUILDING AND ATTIC. CUSTOMER SHOULD USE CAUTION THE FIRST TIME THE ATTIC ACCESS IS USED AND SHOULD NOT LOOK UP THE ACCESS HATCH IMMEDIATELY AFTER OPENING AS SMALL PARTICLES MAY FILTER DOWN. CONTRACTOR IS NOT RESPONSIBLE FOR DUST, DEBRIS, AND SMALL PARTICLES THAT MAY ENTER THE HOUSE STRUCTURE.
17. CONTRACTOR SHALL NOT BE LIABLE FOR PRE-EXISTING STRUCTURAL/COSMETIC DEFICIENCIES IN THE ROOF ITSELF. WE WILL MAKE AN EFFORT TO
18. INFORM THE CUSTOMER OF ANY DEFICIENCY OF WHICH WE BECOME AWARE. HOWEVER, WE ARE NOT RESPONSIBLE FOR CONDUCTING AN INSPECTION OF ANY SUCH DEFICIENCIES. THE INSTALLATION OF THE NEW ROOF SYSTEM INTENSIFIES THE APPEARANCE OF ANY DEFICIENCY. CONTRACTOR IS NOT RESPONSIBLE FOR SOLVING PRE-EXISTING STRUCTURAL/COSMETIC DEFICIENCIES OR THE APPEARANCE OF THOSE DEFICIENCIES.
19. CONTRACTOR IS NOT RESPONSIBLE FOR ELECTRICAL ACCESSORIES ATTACHED TO THE ROOF SYSTEM. THIS SHALL BE DONE BY A LICENSED ELECTRICIAN.
20. CONTRACTOR'S WORKMANSHIP IS NOT ASSIGNABLE OR TRANSFERABLE.
21. ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN WHO PROVIDES HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN."
22. IN ACCORDANCE WITH SUBDIVISION 4 § 71-A OF THE LIEN LAW, THE CONTRACTOR IS LEGALLY REQUIRED TO DEPOSIT ALL PAYMENTS RECEIVED PRIOR TO SUBSTANTIAL COMPLETION OF WORK. IN LIEU OF SUCH DEPOSIT, THE CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH THE CUSTOMER GUARANTEEING THE RETURN OF THE PAYMENTS OR APPLICATION OF THE PAYMENTS TO THE PURPOSE OF THE CONTRACT.
23. CUSTOMER HAS A RIGHT TO CANCEL THE CONTRACT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER ITS SIGNS THE CONTRACT. IF CUSTOMER WISHES TO CANCEL, IT MUST DO SO IN WRITING. CONTRACTOR WILL REFUND ALL PAYMENTS MADE AND CANCEL AND RETURN ANY CONTRACT OR OTHER NEGOTIABLE DOCUMENT THE PARTIES MAY HAVE SIGNED. THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL BE COMMENCED ON OR ABOUT _____, AND SHALL BE SUBSTANTIALLY COMPLETED ON OR ABOUT _____.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorizing Pinnacle Roofing, Inc. to perform the work as specified. Payment will be made as outlined above.

_____ Customer Signature	_____ Date
_____ Customer Signature	_____ Date
_____ Pinnacle Representative	_____ Date



PAULO MARTINS / TOM GENOVESI
 705 S. Pearl St., Albany NY 12202
 p. 518.599-0142 f. 518.977.4036
 e. info@perfectionroofingny.com
 www.PerfectionRoofingNY.com

ESTIMATE

Name: John Neri
 Address: 839 Kenwood Ave
 City: Slingerlands State: NY
 Email: John.Neri@albanycounty.com

Date: 12/2/22
 Phone: 447-4803
 Zip: 12159

JOB DESCRIPTION:	
Color:	<u>GAF Timberline HDZ Shingles</u>
Remove existing roof (price includes removal of 1 layer of material) and remove debris from premises.	
NOTES: <u>GAF Golden Pledge warranty</u> <u>If need new skylights cost of skylight plus cost to install.</u>	
INSTALLATION:	
New drip edge 2" <input checked="" type="checkbox"/>	Pipe Cover <input checked="" type="checkbox"/>
New felt 15# <input type="checkbox"/> 30# <input type="checkbox"/> Synthetic <input checked="" type="checkbox"/>	
Ice & Water Barrier 3ft <input type="checkbox"/> 6ft <input checked="" type="checkbox"/>	Valleys <input checked="" type="checkbox"/>
Vent System <input checked="" type="checkbox"/>	
50yr Shingles:	Owens Corning <input type="checkbox"/> GAF <input checked="" type="checkbox"/> Certainteed <input type="checkbox"/> IKO <input type="checkbox"/>
Include:	Garage <input type="checkbox"/> Front Porch <input type="checkbox"/> Rear Porch <input type="checkbox"/> Shed <input type="checkbox"/> <u>whole Building</u>
10 yr. warranty on labor, Materials are warranted separately by the manufacturer.	
We hereby propose to furnish labor and materials in accordance to the above specifications, for the sum of: \$ <u>18,750</u>	
0% Down with balance: \$ _____ due upon completion.	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by workers' compensation insurance. NOTE: This is an estimate associated to the scope of work to replace the roof ONLY. Please refer to our Terms & Conditions attachment for additional information. The pricing associated to this estimate expires 90 days from the date of estimate.	
Acceptance of Proposal: The above process, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to perform work as specified. Payment will be made as outlined above. By signing below the parties hereto have created an enforceable contract. See Credit Policy Agreement for additional terms.	
Customer Signature: _____ Thomas Genovesi or Paulo Martins: <u>[Signature]</u>	Date: _____ Date: <u>12/2/22</u>



PAULO MARTINS /TOM GENOVESI
 705 S. Pearl St., Albany NY 12202
 p. 518.599-0142 f. 518.977.4036
 info@perfectionroofingny.com

www.perfectionroofingny.com

STANDING SEAM METAL ESTIMATE

Name: John Neri Date: 12/2/22
 Address: 839 Icenwood Ave Phone: 447-4803
 City: Slingerlands State: NY Zip: 12159
 Email: John.Neri@albanycounty.com

REPAIR:	
JOB DESCRIPTION:	
Remove old shingle roof	
Install New Standing Seam Metal 24 gauge	
Drip Edge - 3"	
Standing Seam metal Panels - 24"	
Ridge Cap	
Underlayment	
Screws	
All Materials & Labor	
We hereby propose to furnish labor and materials in accordance to the above specifications, for the sum of: \$ <u>52,000</u>	
0% Down with balance \$ _____ due upon completion.	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by worker's compensation insurance. ***The pricing associated to this estimate expires 90 days from the date of estimate.	
Acceptance of Proposal: The above process, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to perform work as specified. Payment will be made as outlined above. By signing below the parties hereto have created an enforceable contract. See Credit Policy Agreement for additional terms.	
Customer Signature: _____ Thomas Genovesi or Paulo Martins: <u>[Signature]</u>	Date: _____ Date: <u>12/2/22</u>



TITAN ROOFING, INC.

200 Tapley St. Springfield, MA, 01104

Main office phone (413) 536-1624
Main office fax (413) 533-2560
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE
Commonwealth of Massachusetts
State of New York

FAX PROPOSAL

JOB: Rail Trail Depot Slingerlands

ESTIMATOR: Ed Wells

DATE: November 23, 2022

TAXABLE: YES NO

BASE BID AMOUNT:	UC-14 Standing Seam Metal Roof	\$47,200.00
ALTERNATE BID AMOUNT:	Asphalt Shingle Roof System	\$25,600.00

SECTIONS INCLUDED: 074113 Metal Roof Panels and 076200 Flashing & Trim

SCOPE OF WORK: Furnish and install the following:

- 1.) Firestone Clad Guard 40 mil. Self-adhering underlayment over wood deck.
- 2.) Firestone 24-gauge UC-14 snap lock standing seam roof system in owner's choice of a standard Kynar finish.
- 3.) 24-gauge matching metal drip, rake, ridge, and wall flashings.
- 4.) Flash all walls and penetrations to manufacturer's specifications.
- 5.) Metal manufacturer's (Firestone) twenty (20) year material, labor, and watertight warranty.
- 6.) Metal manufacturer's thirty (30) year finish warranty.
- 7.) Two (2) year material and labor warranty by Titan Roofing Inc.
- 8.) Remove all debris generated by this scope of work.

EXCLUSIONS: Thru-wall flashing, demolition, framing, sheathing, snow removal, cutting and patching of roof deck, NYS Sales tax, permits and bonds.

The proposal is only good for 60 days.

165 Harding Street
Worcester, MA 01604
Phone 508-755-0487
Fax 508-756-8609

115 Old Colony Avenue
Quincy, MA 02170
Phone 617-773-7660
Fax 617-773-7727

32 Railroad Avenue
Albany, NY 12205
Phone 518-235-1707
Fax 518-235-1753

Albany County Request for Contract Approval

Contract #	2022-724
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Thursday, December 15, 2022
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Denoyer Cheverolet, Inc. 127 Wolf Rd, Albany, NY 12205
Estimated Amount	\$54,547.20
Estimated Term	1/1/2023 to 3/31/2023
Scope of Services	Purchase of a 2023 - 1500 4x4 with Crew Cab
Budget Line Item	AA1620 - 22000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 15, 2022

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to purchase a 2023 - 1500 4x4 with Crew Cab from Denooyer Cheverolet, Inc.

Cost for vehicle will be covered by bonds HH07-1620 & HH08-1620.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas

Enclosure(s)



OrderWORKBENCH

Order Detail # **CFDN5P**

BAC: 115294

BFC: 1

Name: DENOYER CHEVROLET, INC.

Current as of 11/10/2022 - 09:36 AM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 115294

Charge-to BFC 1

Ship-to BAC 115294

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Fleet Information

Primary FAN: 856351

End-User FAN:

Bid Number:

Bid Item #:

PO #:

Model/Order Information

Model Year: 2023

Division: CHEVROLET

Distrib. Entity: FLT

Order Type: FNR - Fleet Commercial

Allocation Group: CLDCRW

Model: CK10543 - 1500

Silverado: 4WD, Short
Crew

Request ID: CFDN5M

TPW: 06/12/2023

Requested TPW: 11/21/2022

MSRP w/DFC †: \$53,520.00

Event Description: 3000 - Accepted by
Production Control

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - Work Truck Preferred Equipment
Group

Trim: H1T - 1WT/1FL-Cloth, Jet Black, Interior
Trim

Primary Color: GAZ - Summit White

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI,
Dynamic Fuel Mgt, V V T

**Ordered Options:** 5H1: Key Equipment, 2

Additional Keys (SEO)

5J3: Calibration, Surveillance

Mode Int. Lighting (SEO)

5LO: (SEO) Calibration, taillamp
flasher, Red/Red

9C1: Police Package

AQQ: Keyless Remote Entry

AZ3: Seats: Front 40/20/40

Split-Bench, Full Feature

C49: Defogger, Rear Window,
ElectricDLF: Mirrors, O/S: Power,
HeatedG80: Auto Locking Differential,
RearIOR: Chevrolet Infotainment, 7"
Color Screen

K34: Cruise Control

KC4: Cooler, Engine Oil

KNP: Transmission Cooling

System

NE1:

CT/MA/MD/ME/NJ/NY/OR/PA/RI/

VT/WA Emissions

NZZ: Skid Plate

PEB: 1WT Value Package

PXT: Wheels: 20" Steel

QK1: Standard Tailgate

R7K: Fleet Customer

SAF: Spare Tire Lock

UBI: 2-USBs, Second Row

Charge/Data Ports

UEU: Sensor, Forward Collision

Alert

UHY: Automatic Emergency

Emissions:**Transmission:** MI2 - 10-Speed Automatic5J1: Calibration, remote ext. lights/horn
disable (SEO)5J9: Calibration, Taillamp Flasher,
Red/White (SEO)6J7: (SEO) Flasher System, Headlamp and
taillamp

AKO: Glass, Deep Tinted

AU3: Power Door Locks

BG9: Floor Covering: Rubberized Vinyl,
Black

C5Y: GVW Rating 7100 Lbs

E63: Durabed

GU5: Rear Axle: 3.23 Ratio

JHD: Hill Descent Control

K47: Heavy Duty Air Filter

KI4: 120 Volt Electrical Receptacle, In Cab

KW5: Alternator, 220 AMP

NQH: Transfer Case: Active, 2-Speed,
Autotrac, Rotary Dial

PCV: 1WT Convenience 1 Package

PED: Chevy Safety Assist

QAE: Tires: 275/60 R20 All Terrain,
BlackwallQT5: Tailgate Function--EZ Lift, Power
Lock & Release

RMW: TIRE SPARE 275/60R20 SL 115S

BW AT

TQ5: Headlamps, Intellibeam

UE4: Following Distance Indicator

UHX: Lane Keep Assist/Departure Warning

UKJ: Sensor, Front Pedestrian Braking

UVB: Rear Vision Camera, HD

V76: Recovery Hooks

VK3: Front License Plate Mounting

Provisions

YK6: SEO Processing Option



Braking

Z82: Trailering Package

UQF: Speaker System:

Standard Sound System

V46: Bumper, Front, Chrome

VJH: Bumper, Rear, Chrome

Step

VQ2: Holdback N/A, Dealer







Fleet Assistance

Z71: Suspension Package: Off-Road

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Rank	Name	Model Year	Make	Model & Trim Level
1	Denooyer Chevrolet Inc	2023	chevrolet	1500 silverado crew
1	Denooyer Chevrolet Inc	2023	chevrolet	1500 silverado crew

State Contract Award Notices - Commodities

Vehicles, Class 1-8 (Statewide)	
Award Document  <small>(Updated / Revised)</small>	Contract Period: November 14, 2019 to November 13, 2029
Contract Updates 	Group: 40440 Award: 23166 (Replaces 22898 and 22904)
Contractor Information 	Use of Contracts: All State Agencies and Political Subdivisions
How To Use 	Contact Person: Carol Neelis Telephone: (518) 474-3695
Terms & Conditions 	Contract Issued: November 14, 2019 Contract Updated: December 12, 2022
Historical Details 	
Customer Service	
<p>Description: This award includes backdrop Contracts for the acquisition (purchase or lease) of new Class 1 through Class 8 Vehicles, (including Single OEM Vehicles, Chassis, Bodies, Complete Vehicles, and associated Options and Aftermarket Components), as specified herein. Vehicle Acquisition from the backdrop contracts shall be on as as-needed basis by NYS Authorized Users via a competitive Mini-Bid process executed via the NYS Vehicle Marketplace.</p> <p>This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.</p> <p align="center"><u>Install Free Adobe Acrobat Reader for PDF Documents</u> The above PDF files are available in text by calling Customer Services at (518) 474-6717.</p>	



Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: December 12, 2022

Group 40440 – VEHICLES, CLASS 1 – 8 (STATEWIDE)			
Award Number:	<u>23166</u>	Contract Period	<i>November 14, 2019 - November 13, 2029</i>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC68927	Central Dodge, Inc. DBA Central Chrysler Dodge Jeep Ram of Raynham 191 New State Hwy. Raynham, MA 02767	Federal ID: 04-2793661 NYS Vendor ID: 1100170790	<u>Contact and Product Information</u> OFFERS LEASING
PC68985 SB	Champlain Truck Center, Inc. DBA Champlain Peterbilt 61 West Service Rd. Champlain, NY 12919	Federal ID: 14-1727126 NYS Vendor ID: 1000027738	<u>Contact and Product Information</u>
PC69046 SB	City World Estate Auto Holdings LLC DBA City World Ford 3305 Boston Road Bronx, NY 10469	Federal ID: 47-1336886 NYS Vendor ID: 1100226021	<u>Contact and Product Information</u>
PC68928	Cives (USA) DBA Viking Cives (USA) 14331 Mill St. Harrisville, NY 13648	Federal ID: 16-0955800 NYS Vendor ID: 1000007605	<u>Contact and Product Information</u>
PC68929 SB	CNF Services, Inc. DBA Rock City CDJR 520 Rock City St. Little Valley, NY 14755	Federal ID: 83-0512473 NYS Vendor ID: 1100010221	<u>Contact and Product Information</u>
PC68930 SB	Cyncon Equipment, Inc. 7494 West Henrietta Rd. PO Box 30 Rush, NY 14543	Federal ID: 16-1115791 NYS Vendor ID: 1000015381	<u>Contact and Product Information</u>
PC68978 SB	DeLacy Ford, Inc. 3061 Transit Rd. Elma, NY 14059	Federal ID: 16-1158324 NYS Vendor ID: 1000015467	<u>Contact and Product Information</u>
PC69048	DeNooyer Chevrolet, Inc. 127 Wolf Rd. Albany, NY 12205	Federal ID: 14-1542904 NYS Vendor ID: 1000006802	<u>Contact and Product Information</u> OFFERS LEASING
PC69234	DePaula Chevrolet, Inc. 785 Central Ave. Albany, NY 12206	Federal ID: 14-1616459 NYS Vendor ID: 1000006897	<u>Contact and Product Information</u>

Albany County Request for Contract Approval

Contract #	2022-718
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	N) None
Department	A1340 - Management & Budget
Date Submitted	Wednesday, December 14, 2022
Contact Person	Alderson, Patrick
Contact Phone	1 (518) 447-3033
Vendor Info	Helgerson Solutions Group 150 State Street, Albany, New York 12207
Estimated Amount	\$74,500.00
Estimated Term	4/1/2022 to 5/31/2023
Scope of Services	<p>1) Move forward with the narrow focus on understanding individual-level utilization of services that would build towards development of unique identifiers</p> <p>2) Begin work with DMH and DSS first, to build a data map and prototype of the infrastructure needed to access this information. Through these prototyping, we will learn more about the infrastructure challenges to this approach and potential issues as we move towards replication in other departments</p> <p>3) Begin working on care redesign pathways via Rapid Cycle Continuous Improvement only after this prototype is complete.</p>
Budget Line Item	AA6070 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY, JR.
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

PATRICK ALDERSON
DEPUTY COMMISSIONER

December 14, 2022

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

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

Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Department of Management & Budget, I am requesting authorization to amend a contract with Helgerson Solutions Group for a comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments. Under this contract, Helgerson Solutions is providing in depth analysis on the feasibility of designing a "single source of truth" information system, which could be used as a singular identification system to coordinate delivery of county services.

The contract with Helgerson Solutions was originally for a term to begin April 1, 2022 through October 31, 2022. However, due to redesigning the project and narrowing the focus of the deliverables, the Department of Management and Budget is requesting a no cost extension through May 31, 2023. The scope of work would be amended to: 1) Move forward with the narrow focus on understanding individual-level utilization of services that would build towards development of unique identifiers; 2) Begin work with DMH and DSS first, to build a data map and prototype of the infrastructure needed to access this information in a proof of concept fashion; and 3) Begin working on care redesign pathways via Rapid Cycle Continuous Improvement only after this prototype is complete. The overall cost will not exceed \$74,500.

Please don't hesitate to contact me with any questions.

Patrick Alderson

Deputy Commissioner, Management & Budget

Alderson, Patrick

From: Juliette Price <juliette.price@hsg.global>
Sent: Thursday, November 3, 2022 10:17 AM
To: Alderson, Patrick; McLaughlin, Michael; Herbert, Christopher
Cc: David Pynchon; Ken Robin
Subject: Alb. Co. Data Project Update

Follow Up Flag: Follow up
Flag Status: Flagged

Pat, Michael, Chris,

Thanks for your time and best thinking as we round out the design phase of this project. Our last conversation was very helpful for myself, Ken, and David to reflect on and present back to you our next phase of work together.

Here's what we propose as next steps: (We also have a deck to walk you through today at our check in mtg that goes into a bit more detail on this):

- 1) Move forward with the narrow focus on understanding individual-level utilization of services that would build towards the agreed upon unique identifier concept
- 2) Begin this work with DMH and DSS first, to build a data map and prototype of the infrastructure needed to access this information. Through these prototyping, we will learn more about the infrastructure challenges to this approach and potential issues as we move towards replication in other departments
- 3) Begin working on care redesign pathways via Rapid Cycle Continuous Improvement only after this prototype is complete.

Timeline for the above:

-Nov 1-December 31: Prototype work with DMH and DSS [David has more specific timeline/process map on the deck he will share today]

-Jan 1-March 31: Add in the Continuous Improvement work to test the prototype and continue refinement to the prototype

Pat, if the above (and today's conversation) sounds good to you and meets the county's needs, HSG proposes a no-cost extension to the current contract until ~~March 31, 2023~~. We would essentially be moving the "timeline" back to ~~March 31, 2023~~ to complete the deliverables that were in the original scope of work, in recognition of how the discovery phase of this work has changed the work itself.

If that feels right to you (and after today's conversation), let us know and we can craft a formal extension document that captures this for your use internally to the board of contract review.


Thanks and we look forward to the conversation today!
Juliette & Team

--

Juliette Price

Chief Solutions Officer
Helgerson Solutions Group
www.hsg.global
juliette.price@hsg.global
mobile: 518-380-3775

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message

 Secured by Paubox - HITRUST CSF certified

Alderson, Patrick

From: David Pynchon <david.pynchon@hsg.global>
Sent: Thursday, December 1, 2022 4:07 PM
To: Alderson, Patrick
Cc: Juliette Price; Ken Robin; Bellinger, Andrew
Subject: Re: Vendor Remote Access Policy and Request Form

All,
Thanks for a productive meeting today and great to meet you, Andrew. We chatted on our end and think end of May would be an appropriate end of contract to allow for some buffer with the hopes of wrapping earlier.

We'll wait to hear from you on scheduling for next week but have blocked time on our calendars.

Thanks,
David

On Thu, Dec 1, 2022 at 9:21 AM Alderson, Patrick <Patrick.Alderson@albanycountyny.gov> wrote:

Thanks so much David!

I apologize for the late notice, but I'm going to be inviting our new CIO to the meeting this afternoon. I've back-briefed him a little on this project, but I think it's important for him to hear more about the project, especially the on premise development you'll be doing and the deliverables we've reoriented around at the beginning of November.

I'm hopeful the re-engagement of the CIO in this project will allow the Departments to be even more effective and helpful in the inventorying of data elements moving forward.

Looking forward to discussing this afternoon,

Patrick Alderson

Deputy Commissioner

Albany County Department of Management and Budget

112 State Street, Room 1210

Albany, NY 12207

tel 518.447.5525 ext. 3033

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND HELGERSON SOLUTIONS GROUP

Contract No. 2022-102

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 Helgerson Solutions Group, with a principal address located at 150 State Street, Albany, New York 12207 (hereinafter, the "Consultant," the County and the Consultant may be referred to individually as a "[P]arty" and together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has a need for a comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments, said request having been denominated RFP #2021—139, and having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on December 12, 2021 and published on December 16, 2021 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued one (1) addendum to the RFP on January 10, 2022 (hereinafter called the "Addendum"); and

WHEREAS, in response thereto, Consultant has submitted a proposal on January 28, 2022 (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid services; 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 Addendum, which is incorporated herein and made a part hereof in its entirety by reference; 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 Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Consultant shall provide comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments for the Albany County. The Services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 through RFP4, along with the Plan Implementation described in the Proposal at Section IV – Plan Implementation, pages 21 through 25.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed SEVENTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 (\$74,500.00) DOLLARS (US CURRENCY) for all services performed under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on April 1, 2022 and continue in effect until October 31, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the County or the Consultant as follows:
 - 6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant 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 Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant 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 Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 Consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant 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 relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions,

the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, 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. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. 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 Consultant 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 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

- 16.1 The Consultant 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 30 days prior written approval by the County.
- 16.2 The Consultant 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 Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant 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 Consultant 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 Consultant 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. 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 Consultant.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. 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 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 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 25. STORMWATER MANAGEMENT PROGRAM

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

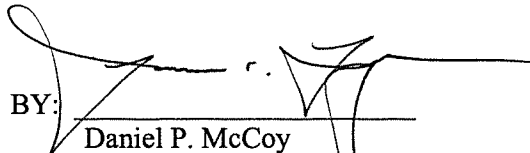
ARTICLE 26. MISCELLANEOUS PROVISIONS

- 26.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.
- 26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.
- 26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 26.4 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.
- 26.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 26.6 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.

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

COUNTY OF ALBANY

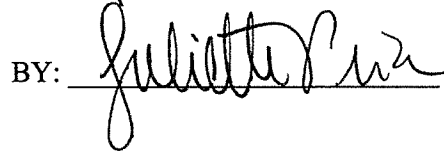
DATED: 8/17/2022

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

HELGERSON SOLUTIONS GROUP

Juliette Price
Chief Solutions Officer

DATED: June 15, 2022

BY: 

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, 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 17th day of August, 2022, 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.

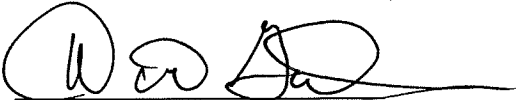


Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

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

On the 15th day of June, 2022, before me, the undersigned, personally appeared Juliette Price, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

02 GA 6329068

Qualified in Albany County

Commission expires

8/17/2023

SCHEDULE A

INSURANCE COVERAGE

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

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

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

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