



Schenectady County Legislature

Committee on Rules

Hon. Philip Fields, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: February 10, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Rules
Honorable Philip Fields, Chair
Tuesday, February 14, 2023 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	4 A RESOLUTION HONORING BLACK HISTORY MONTH 2023 IN SCHENECTADY COUNTY	The Committee on Rules	Legislators Fields and McGill
R	5 A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER GINA FALLON ON HER OUTSTANDING COMMUNITY SERVICE	The Committee on Rules	Legislators Constantine and Frisoni
R	6 A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE ROAD PATROL DIVISION ON RECEIVING NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES ACCREDITATION STATUS	The Committee on Rules	Legislators Constantine and Frisoni
R	7 A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW NO. A-2023	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	8 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR HEALTH SERVICES AGREEMENT FOR MEDICAL AND DENTAL SERVICES FOR INCARCERATED INDIVIDUALS	The Committee on Rules	
R	9 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR BONUSES FOR HEALTHCARE WORKERS	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 2/10/2023
Reference: Rules
Dual Reference:
Initiative: R 4

Title of Proposed Resolution:

A RESOLUTION HONORING BLACK HISTORY MONTH 2023 IN SCHENECTADY COUNTY

Purpose and General Idea:

A RESOLUTION HONORING BLACK HISTORY MONTH 2023 IN SCHENECTADY COUNTY

Summary of Specific Provisions:

A RESOLUTION HONORING BLACK HISTORY MONTH 2023 IN SCHENECTADY COUNTY

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING BLACK HISTORY MONTH 2023 IN SCHENECTADY COUNTY

Sponsor: The Committee on Rules

Co-Sponsor: Legislators Fields and McGill

LEGISLATIVE INITIATIVE FORM

Date: 2/10/2023
Reference: Rules
Dual Reference:
Initiative: R 5

Title of Proposed Resolution:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER GINA FALLON ON HER OUTSTANDING COMMUNITY SERVICE

Purpose and General Idea:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER GINA FALLON ON HER OUTSTANDING COMMUNITY SERVICE

Summary of Specific Provisions:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER GINA FALLON ON HER OUTSTANDING COMMUNITY SERVICE

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER GINA FALLON ON HER OUTSTANDING COMMUNITY SERVICE

Sponsor: The Committee on Rules

Co-Sponsor: Legislators Constantine and Frisoni

LEGISLATIVE INITIATIVE FORM

Date: 2/10/2023
Reference: Rules
Dual Reference:
Initiative: R 6

Title of Proposed Resolution:

A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE ROAD PATROL DIVISION ON RECEIVING NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES ACCREDITATION STATUS

Purpose and General Idea:

A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE ROAD PATROL DIVISION ON RECEIVING NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES ACCREDITATION STATUS

Summary of Specific Provisions:

A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE ROAD PATROL DIVISION ON RECEIVING NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES ACCREDITATION STATUS

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE ROAD PATROL DIVISION ON RECEIVING NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES ACCREDITATION STATUS

Sponsor: The Committee on Rules

Co-Sponsor: Legislators Constantine and Frisoni

LEGISLATIVE INITIATIVE FORM

Date: 2/10/2023
Reference: Rules
Dual Reference:
Initiative: R 7

Title of Proposed Resolution:

A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW NO. A-2023

Purpose and General Idea:

To call a public hearing on proposed Local Law A of 2023 entitled "A LOCAL LAW REGARDING TAX EXEMPTIONS FOR MEMBERS OF VOLUNTEER FIRE COMPANIES OR VOLUNTEER AMBULANCE SERVICES"

Summary of Specific Provisions:

Calls for a public hearing on proposed Local Law A of 2023 entitled "A LOCAL LAW REGARDING TAX EXEMPTIONS FOR MEMBERS OF VOLUNTEER FIRE COMPANIES OR VOLUNTEER AMBULANCE SERVICES" The hearing will be held on March 6, 2023 at 7 :00pm.

Effects Upon Present Law:

None.

Justification:

To ensure opportunity for public input on the aforesaid proposed Local Law A of 2023.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

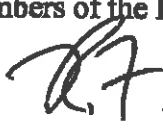


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature

Date: February 10, 2023

RE: Call for a Public Hearing Regarding Property Tax Exemptions for Professional Volunteer Firefighters and Ambulance Drivers

At this time, I am requesting a public hearing in regard to a property tax exemption for Volunteer Firefighters and Ambulance Drivers.

Foremost on the "to-do" list for volunteerism in communities throughout New York State are recruitment and retention of volunteer firefighters. On Dec. 9, 2022, Governor Hochul signed legislation that creates an opt-in for all local governments to provide a 10% property tax exemption to volunteer firefighters and volunteer ambulance workers under the **Real Property Tax Law § 466-a**. The law took effect immediately and can be implemented here in Schenectady with the passage of a local law by the County's Legislature.

Real Property Tax Law § 466-a allows for an exemption of up to 10% of the assessed valuation of the primary residence of volunteer firefighters and/or volunteer ambulance workers. The law allows each entity of local government (e.g., county legislature, city council, school board, town board, village board, board of fire commissioners) to adopt a local law opting into the exemption. Localities that currently provide the exemption under the existing law would be required to adopt a local law to conform to the new law.

The exemption applies only to the tax levy applicable to the unit of local government that opts in. Notably, the exemption does not diminish the total tax revenue received by the local government. Rather, the exemption functions like the Veteran's Exemption, and spreads the tax levy across those persons who are not eligible volunteer firefighters or volunteer ambulance workers.

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Once a local government opts in, that entity must determine a minimum service term requirement for eligibility, typically two to five years. The property must be owned by the volunteer firefighter or volunteer ambulance worker. The new law also provides that the property tax exemption becomes permanent to the volunteer firefighter/ambulance worker homeowner after 20 years of service so long as the residence remains the volunteer's primary residence.

Thank you for your consideration.



PROPOSED LOCAL LAW NO. 1-23
COUNTY OF SCHENECTADY

Introduced by Legislators Constantine and Jasenski:

**A LOCAL LAW REGARDING TAX EXEMPTIONS FOR MEMBERS OF
VOLUNTEER FIRE COMPANIES OR VOLUNTEER AMBULANCE
SERVICES**

BE IT ENACTED by the Legislature of the County of Schenectady, as follows:

Section 1. Subdivision A of Section 345.01 (entitled Exemption) of Chapter 345 of the Codified Local Laws of Schenectady County (entitled Tax: Real Property – Tax Exemptions for Members of Volunteer Fire Companies or Volunteer Ambulance Services) is REPEALED and a new subdivision A of section 345.01 of Chapter 345 is added as follows:

- A. Pursuant to section 466-a of the New York State Real Property Tax Law, real property owned by an enrolled member, or enrolled member and spouse, of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be exempt from taxation by the County of Schenectady to the extent of 10% of the assessed value of such property for county purposes, exclusive of special assessments.

Section 2. Subparagraph 4 of subdivision B of section 345.01 (entitled Exemption) of Chapter 345 of the Codified Local Laws of Schenectady County (entitled Tax: Real Property – Tax Exemptions for Members of Volunteer Fire Companies or Volunteer Ambulance Services) is REPEALED and a new Subparagraph 4 of subdivision B of section 345.01 is added as follows:

4. The person applying for the exemption has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer

fire company, fire department, or voluntary ambulance service for at least two years. For County purposes, the procedure for certification by the appropriate authority shall be determined by the assessors designated by the respective municipalities, school districts or fire districts;

Section 3. Subdivision C of Section 345.01 (entitled Exemption) of Chapter 345 of the Codified Local Laws of Schenectady County (entitled Tax: Real Property – Tax Exemptions for Members of Volunteer Fire Companies or Volunteer Ambulance Services) is REPEALED and a new subdivision C of section 345.01 of Chapter 345 is added as follows:

C. On or after the effective date of this local law, any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall be granted the ten percent exemption for the remainder of his or her life as long as his or her primary residence is located within Schenectady County.

Section 4. Subdivision D of Section 345.01 (entitled Exemption) of Chapter 345 of the Codified Local Laws of Schenectady County (entitled Tax: Real Property – Tax Exemptions for Members of Volunteer Fire Companies or Volunteer Ambulance Services) is REPEALED and a new subdivision D of section 345.01 of Chapter 345 is added as follows:

D. Application for such exemption shall be filed with the assessor designated by the municipality, school district, and/or fire district on or before the taxable status date on a form as prescribed by the Commissioner of the New York State Department of Taxation and Finance.

Section 5. New Subdivisions F and G are added to section 345.01 (entitled Exemption schedule) of Chapter 345 of the Codified Local Laws of Schenectady County (entitled Tax: Real Property – Tax Exemptions for Members of Volunteer Fire Companies or Volunteer Ambulance Services) to read as follows:

F. Un-remarried spouses of enrolled volunteer firefighters or volunteer ambulance workers killed in the line of duty may continue the ten percent exemption, or reinstate a pre-existing exemption, provided that:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
2. Such deceased volunteer had been an enrolled member for at least five years; and
3. Such deceased volunteer had been receiving the exemption prior to his or her death.

G. Un-remarried spouses of deceased enrolled volunteer firefighters or volunteer ambulance workers may continue the ten percent exemption, or reinstate a pre-existing exemption, provided that:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
2. Such deceased volunteer had been an enrolled member for at least twenty years; and
3. Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

Section 6. This law shall take effect after its final adoption, filing and publication in accordance with section 27 of the Municipal Home Rule Law and section 2.12 of the Charter of the County of Schenectady.

LEGISLATIVE INITIATIVE FORM

Date: 2/10/2023
Reference: Rules
Dual Reference:
Initiative: R 8

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR HEALTH SERVICES AGREEMENT FOR MEDICAL AND DENTAL SERVICES FOR INCARCERATED INDIVIDUALS

Purpose and General Idea:

Provides Authorization to enter into a multi-year agreement with PrimeCare Medical, Inc. for Correctional Medical Services.

Summary of Specific Provisions:

Authorizes entry into a multi-year agreement with PrimeCare Medical, Inc. for Correctional Medical Services. The proposed five (5) year agreement between Schenectady County, PrimeCare Medical of NY, LLC, and three (3) affiliates would provide comprehensive healthcare, medical and dental services to all individuals under the care and custody of Sheriff Dominic Dagostino for the period of April 1, 2023, through March 31, 2028.

Effects Upon Present Law:

None.

Justification:

Dominic Dagostino, Schenectady County Sheriff, indicates in his memorandum that despite the recent increase in cost to correctional medical services, Schenectady County has appropriately budgeted for 2023 and will continue to budget the level of funds to meet state and nationally mandated healthcare obligations to incarcerated individuals. The Cost of the first year of the agreement is \$3,099,266.22 with an annual minimum elevator of 3% or the previous year's consumer price index (CPI) increase for the U.S. Northeast City Average of Medical Care.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Christopher Gardner, County Attorney
Jaclyn Falotico, Commissioner of Finance
Julie McDonnell, County Auditor

Date: February 10, 2023

RE: Authorization to Enter a Multi-Year Agreement with PrimeCare Medical, Inc. for Correctional Medical Services

Whenever a person is committed to the custody of the Sheriff, the County is financially responsible for the health and welfare of the individual including all health care needs. These health care needs are fulfilled by a contract from a provider who completes our correctional medical services. As Mr. Gardner states in his memorandum, we have a long history of providers.

Our correctional medical provider is responsible for all on- and off-site appointments, dental clinics, mental health services, and all Medically Assisted Treatment (MAT) needs for those incarcerated individuals struggling with addiction. The correctional medical provider employs doctors, nurses, psychologists, dentists, and any other professionals required for the execution of health care on a 24/7 basis. The correctional medical provider bills insurances, assists with Medicaid enrollment, follows all state and federal guidelines for medical care, and is the medical records keeper for the Sheriff. The County's correctional medical provider is a critical member of the team.

Medical care prices and overall health spending typically outpaces growth to the rest of the economy during normal times. Over the course of the last year, our economy has experienced a sudden, short term bout of inflation. Although our economy and costs for health care seem to be returning to traditional trends, our current correctional medical provider has attempted to negotiate a large cost increase to the County despite signing a new multi-year agreement just last

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year. Due to this, staffing concerns, and other qualitative measures, the Sheriff felt it was time to investigate the market for a different medical provider. Senior officers from the Jail, the County Auditor, County Attorney, and I began an intense review of the current and potential correctional medical services.

After six weeks of intensive study, review, and investigation a unanimous joint decision was made to switch our correctional medical services to PrimeCare Medical, Inc. PrimeCare Medical is in over 17 New York State County Jails, giving them a superior network of staffing capabilities. PrimeCare Medical manages risk in correctional healthcare settings by providing cost-effective, quality healthcare management, continuously improving the standards of care through utilization and process review and strives for national accreditation for all facilities. Dedicated to correctional healthcare, PrimeCare Medical prides itself on its strong client relationships, and effective management of healthcare services.

Despite the recent increased costs to correctional medical services, Schenectady County has appropriately budgeted for 2023 and will continue to budget level of funds to meet our state and national mandated healthcare obligations to incarcerated individuals. PrimeCare Medical's commitment to cost controls, Continuous Quality Improvement (CQI), large network of providers, and professional ongoing communication strategies when issues arise will serve the County well in the future.

The cost of the first year of the agreement is \$3,099,266.22 with an annual minimum elevator of 3% or the previous year's Consumer Price index (CPI) increase for the U.S. Northeast City Average of Medical Care published by the U.S. Department of Labor.

The period of this agreement begins on April 1, 2023 and ends March 31, 2028.

I recommend your approval for authorization to enter this new multi-year agreement.

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
Inter-Department Correspondence Sheet**

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney



Copies to: Sheriff Dominic Dagostino
Undersheriff James Barrett
Superintendent Ronald Walsh
Jackie Falotico, Commissioner of Finance
Shane Barga, Deputy County Manager
Julie McDonnell, County Auditor
Steve McCutcheon, Deputy County Auditor
Geoffrey Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Marylou Riddle, Executive Secretary to the County Manager

Dated: February 9, 2023

Re: Proposed Five (5) Year Agreement for the County of Schenectady with:

- a. Prime Care Medical of New York, Inc.;
- b. Professional Care Medical Practice, P.C.;
- c. Professional Care Dental Services, P.C.; and
- d. Professional Care Registered Professional Nursing, P.C.

for the period April 1, 2023 through March 31, 2028.

I have attached a copy of a proposed Five (5) Year Health Services Agreement between the County of Schenectady and Prime Care Medical of New York, LLC and three (3) affiliates which would provide comprehensive healthcare, medical and dental services to all individuals under the care and custody of Sheriff Dominic Dagostino.

The contract if approved by the County Legislature would be for the period April 1, 2023 through March 31, 2028.

This proposed contract is the result of a collaborative effort by the staffs of the County Manager, Sheriff Dagostino, the County Auditor and the County Attorney's Office.

BACKGROUND

Since 2004, the County of Schenectady has retained four (4) different healthcare providers to ensure that all those incarcerated and detained receive outstanding medical and dental care. Beginning with Prisoner Health Services (PHS) and extending through Hometown Health, CMC, and CFG, there has been a concerted effort to continuously improve the quality of healthcare for all those individuals who are in the care and custody of the Sheriff.

Most recently, the County entered into a Five (5) Year Agreement with CFG for the period of April 1, 2021 through March 31, 2026 which followed a Contract with CFG for the period June 30, 2019 through December 31, 2020, and three (3) one-month extenders while the parties negotiated a new Agreement.

In the Fall of 2022, CFG notified the County of its desire to significantly increase the cost of the Contract by almost fifty percent (50%). Although the County agreed that some increase was in order because of changes in the labor market in healthcare, we sought to negotiate a more modest increase in cost. At the same time, the County Manager, the Sheriff, the County Auditor, myself, and many staff members began a careful assessment of CFG and possible alternatives.

Although CFG moderated its price increase demands, these negotiations caused a thorough review not only of costs, but a qualitative review of CFG's performance and a consideration of alternatives.

It was the unanimous decision of the County Manager, the Sheriff, the County Auditor, myself and numerous staff members including Undersheriff Barrett, Superintendent Ron Walsh, Deputy County Auditor Steve McCutcheon that we could improve the quality of services by

terminating our Contract with CFG and entering into a new Five (5) Year Contract with Prime Care Medical of New York, Inc. and its affiliates.

Although Prime Care Medical's offer was somewhat less costly, than the best offer of CFG, this decision was based primarily upon an evaluation of the two (2) companies' ability to provide the best possible services.

Prime Care has contracts with at least seventeen (17) counties in New York State to provide jail medical and dental services, while CFG has contracts with only two (2) counties in the State, as its focus is the State of New Jersey.

The staffing matrix in the new contract remains the same with 17.075 full-time equivalents for medical services and 0.4 full-time equivalents for dental services.

The cost of the first year of the Agreement is \$3,099,266.22 with annual adjustments of the twelve (12) month average of the Consumer Price Index for the U.S. City Average of Medical Care as published by the U.S. Department of Labor.

I want to stress that we are continuing to negotiate the precise language which will be in the final contract with the assistance of the County Auditor, the Sheriff, and the staff of both offices. For example, the CPI language which the County Manager negotiated eliminated the 1% from the CPI plus 1% language which is in this draft.

As a result of this joint effort, I recommend that you forward this contract to the County Legislature for their consideration. It is expected that all or nearly all of the staff with CFG will continue to work for Prime Care.

CHG/kah
Enclosure

HEALTH SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), by and among the COUNTY OF SCHENECTADY, a municipal corporation with principal offices at 620 State Street, Schenectady, New York 12305 (hereinafter referred to as the "County"), PRIMECARE MEDICAL OF NEW YORK, INC., a New York business corporation, with principal offices at 3940 Locust Lane, Harrisburg, PA 17109 (hereinafter referred to as "PrimeCare"), PROFESSIONAL CARE MEDICAL PRACTICE, P.C., (the "Medical P.C."), PROFESSIONAL CARE DENTAL SERVICES, P.C., (the "Dental P.C."), PERSONAL CARE REGISTERED PROFESSIONAL NURSING, P.C. (the Nursing P.C.) (The Medical P.C., the Dental P.C. and the Nursing P.C. herein collectively referred to as "the P.C.s"), each of which P.C. has its principal office located at 3940 Locust Lane, Harrisburg Pennsylvania 17109.

WITNESSETH:

WHEREAS, the County is charged by law, including, but not limited to, New York State Corrections Law §§ 501 and 505, with the responsibility for obtaining and providing reasonably necessary medical and dental care for inmates under the care and custody of the Schenectady County Sheriff's Office (hereinafter referred to as the "Sheriff") at the Schenectady County Correctional Facility (hereinafter referred to as the "Facility"); and

WHEREAS, the County desires to ensure the provision of comprehensive quality patient care services to inmates in accordance with applicable New York State laws, rules, regulations, policies, and procedures; and

WHEREAS, the services of an organization willing and able to provide for administrative and management services with respect to the delivery of health care is required; and

WHEREAS, pursuant to a request for quotes, PrimeCare on its own behalf, and on behalf of the P.C.s, submitted a Pricing Proposal dated January 10, 2023, and

WHEREAS, the County and the Sheriff wish to accept the Comprehensive Health Care Services terms of the Pricing Proposal pursuant to the terms and conditions contained herein; and

WHEREAS, the professional service corporations shall be solely responsible for all clinical services contemplated by this Agreement and all shareholders, directors, professional employees, and contractors of such professional service corporations shall be duly licensed and authorized to provide such clinical services in the State of New York; and

WHEREAS, the Medical P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all physician-shareholders, employees, and contractors are duly licensed to practice medicine in the State of New York; and

WHEREAS, the Dental P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all dentist shareholders, employees, and contractors are duly authorized to practice dentistry in the State of New York; and

WHEREAS, the Nursing P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all nurse shareholders, employees, and contractors are duly authorized to practice dentistry in the State of New York; and

WHEREAS, the P.C.s are willing and able to provide the medical and dental services, respectively, contemplated under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

ARTICLE I PROFESSIONAL SERVICES

1.1. **Inmates Covered.** The County hereby contracts with (i) the Medical P.C. to provide necessary medical care, and the Nursing P.C. to provide necessary nursing care, and (ii) the Dental P.C. to provide necessary dental care (collectively, the "Professional Services"), to all individuals legally committed to the custody and control of the Sheriff, and who are in the actual physical custody of the Sheriff either within or outside the Facility. This coverage includes those inmates at a hospital, and those inmates who have intermittent sentences and spend part of the day in jail. The scope of the Professional Services provided by the P.C.s are set forth in Section 1.2 below.

(a) **Inmates from Other Jurisdictions.** Necessary Professional Services rendered within the Facility to inmates from other jurisdictions housed in the Facility pursuant to the contracts between the County and such other jurisdictions will also be the responsibility of the P.C.s, and such inmates will be included in the daily population count. The P.C.s will arrange for necessary medical care for such inmates that cannot be rendered within the Facility, but the P.C.s shall have no financial responsibility for such services rendered outside the Facility. The jurisdiction which placed the inmate at the Facility will be responsible for the cost of the outside medical care, and for making such financial arrangements to guarantee payment and assure medical treatment, as it deems appropriate for the inmate's care.

1.2. **Scope of Professional Services.**

(a) The P.C.s shall, through their employed or contracted licensed professionals (hereinafter referred to as the "Providers"), provide the Professional Services to the inmates of the Facility described below and as more specifically set forth in the Pricing Proposal dated January 10, 2023, attached hereto as Attachment A, which is hereby made a part of this Agreement. The P.C.s shall specifically, and without limitation, provide on a regular basis all professional medical, mental health, and dental care and related health care and arrange all off-site inpatient hospitalization and specialty care for the patients. This will include, as applicable, a comprehensive physical and mental health evaluation of each inmate following entry and/or booking into the Facility, regularly scheduled sick call, twenty-four-hour nursing care, regular physician and dentist visits to the Facility, hospitalization, medical specialty services when medically necessary, and other professional services, all as more specifically described herein. To the extent the provisions contained in Article I addressing Professional Services conflict with the provisions contained in Attachment A, the provisions in Article I will control.

(b) The P.C.s will additionally provide treatment for staff employed by the County within the Facility with an emergency medical condition upon request of the Sheriff or his designee. The P.C.s, however, will not be responsible for any follow-up off site care or associated costs, unless otherwise required by law. Under no circumstances will the P.C.s provide staff employed by the County with controlled substances.

(c) All Professional Services rendered by the P.C.s hereunder shall meet (i) constitutional and community standards of health care, Title VIII of the New York State Education Law ("Title VIII"), the New York State Commission of Correction Jail Standards, (ii) all standards set forth in any memoranda issued by the Chairman of the New York State Commission of Correction regarding the provision of health services in jail facilities, and (iii) the most currently published Standards of the National Commission on Correctional Health Care for Jails ("NCCCHC"). The parties agree that after commencement of this Agreement, and in the event that the NCCCHC modifies its standards in such a way that compliance with them increases the P.C.'s costs, such as requiring staffing levels above those required in this Agreement, the parties will meet to renegotiate the cost of this Agreement to the extent necessary to cover the P.C.'s increased costs in staffing.

1.3. **Ancillary Services.** In addition to providing the general Professional Services described above, the Medical P.C. shall provide to inmates at the Facility special medical services including, but not limited to, radiology services and laboratory services to the extent reasonably necessary in the opinions of the Medical P.C.'s health care professionals. Where non-emergency ancillary care is required and cannot be rendered at the Facility, the Medical P.C. shall make arrangements with the Sheriff for the transportation of the inmates in accordance with Section 1.10 of this Agreement.

1.4. **Emergency Services.** The P.C.s shall provide, as medically necessary, emergency care to inmates through arrangements to be determined by the P.C.s with local hospitals. The P.C.s shall, at their own cost, arrange for

qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

1.5. Hospitalization Services. The P.C.s shall arrange for the admission of any inmate who, in the opinion of a Provider or the P.C.'s Medical Director, requires hospitalization.

1.6. Injuries Incurred Prior to Incarceration.

(a) The P.C.s will be responsible for the costs associated with the treatment of inmates who are in the physical custody of the Sheriff and who have been formally booked into the Facility. The P.C.s shall not be responsible for the costs associated with the treatment of inmates who have been committed to the Facility but who are in the physical custody of any person or agency other than the Sheriff. Whenever possible, inmates who are ill or injured while in the physical custody of the Sheriff but not in the Facility shall be brought to the Facility for evaluation by Providers before they are taken to another medical provider. The parties expressly agree that Sheriff's personnel are not expected to diagnose any inmate's condition, and that these personnel may take an ill or injured inmate to the nearest emergency medical provider when they reasonably believe a delay will result in further injury to or the death of an inmate.

(b) Neither PrimeCare nor the P.C.s shall be responsible for costs associated with Professional Services provided to any inmate during any unauthorized absence from the Facility or for any inmate not formally committed to and/or not in the physical custody of the Sheriff.

1.7. Elective Medical Care. The P.C.s will not be responsible for providing elective medical care to inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of a Provider or the P.C.'s Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Decisions concerning elective medical care shall be consistent with the applicable and most currently published NCCHC Standards. Any referral of inmates for elective medical care must be approved by the Sheriff or his designee prior to the provision of such services.

1.8. Pregnancy, Childbirth and Newborn Well Baby Care.

(a) The Medical P.C. is responsible for delivery costs for the inmate.

(b) The Medical P.C. is responsible for providing well-baby care for up to one (1) year from the date of delivery, should a female inmate that delivers decide she wants to keep her infant with her. Health care of the infant in this program is the responsibility of the Medical P.C. Health care charges that are reimbursable through Medicaid will be the responsibility of the Medical P.C., which will complete the necessary forms for Medicaid reimbursement, with any and all benefit payments forwarded to the Sheriff. Transportation to physician appointments and supplies (formula, diapers, etc.) will be the responsibility of the County. Should there be a circumstance where an infant is kept at the Facility, the Medical P.C. will be responsible for the arrangement and payment of on-call pediatrician services during this time period.

(c) All offsite infant care costs incurred by the Medical P.C. will be the responsibility of the County.

1.9. Inmate and Staff Education. The P.C.s shall conduct an ongoing health education program for inmates. If the Sheriff so desires and with the approval of the County's Personnel Officer, the P.C.s shall conduct the same program for correctional officers at the Facility.

1.10. Transportation Services

(a) To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the Sheriff or his designee will, upon proper request by the P.C.s, their agents, employees, or contractors, provide routine transportation, provided that such transportation is scheduled in advance. Each P.C. shall arrange for, at its own cost and when medically necessary (as

determined by a Provider or the P.C.'s Medical Director, all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

(b) All related security requirements, including necessary security staff, will be provided by the Sheriff, regardless of whether routine or emergency transportation is used, as stipulated in Section 3.3(c) of this Agreement.

1.11. **Limitation on Fees Incurred by Care Rendered Outside of the Facility and Pharmaceuticals.** The County shall reimburse PrimeCare for the actual cost of all medical and dental care rendered off-site and all pharmaceuticals/medications ordered for administration on-site to the inmates under the custody and control of the Sheriff.

1.12. **Changes in Scope of Agreement.** Notwithstanding anything herein to the contrary, if:

(a) any applicable law, statute, rule, regulation, standard (including those applicable to the cost of outside medical care), collective bargaining agreement (new or existing), court order or decree, judgment of a labor board, or any policy, practice, or procedure of any applicable governmental unit, agency, or office (including but not limited to the federal, state, or local courts, legislative bodies, and agencies, including the County or its respective officers or agents, as well as current state or County funded programs) (such as implementation of a MAT program) is adopted, implemented, amended or changed; or if

(b) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat or diagnose any illness, disease, condition, or pandemic, or if

(c) any of the cost or historical information upon which PrimeCare and the P.C.s based their Pricing Proposal to provide Medical Services for Schenectady County Jail, dated January 10, 2023, proves to be inaccurate or incomplete in any respect.

If any such change in scope as described in (a), (b), or (c) materially affects the costs or obligations of either of the parties or impacts the scope of services or staffing to be provided hereunder, the parties agree to meet to negotiate compensation or service requirement changes in good faith within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either party may terminate this Agreement upon one hundred twenty (120) days prior written notice.

1.13. **Medical Records.** The P.C.s shall maintain or cause to be maintained complete and accurate patient records for each inmate who has received Professional Services in accordance with applicable laws, regulations, and/or accreditation standards, including NCCHC, ACA, the Health Insurance Portability and Accountability Act (HIPAA), and State of New York Statutes and Regulations ("Medical Records"). The Medical Records are the property of the County but shall be kept separate from the inmate's confinement records. A complete legible copy of the applicable Medical Record will be available, at all times, to the Sheriff and shall be available to accompany each inmate who is transferred from the Facility to another location for off-site services. No information contained in the Medical Records will be released by the P.C.s except as authorized by the County, provided by a court order, as needed to defend litigation against the P.C.s and/or PrimeCare, or otherwise in accordance with applicable law. The P.C.s will provide all forms, jackets, and other materials necessary to maintain the Medical Records in a format acceptable to the Sheriff. Upon the termination of this Agreement, all Medical Records shall be delivered to and remain with the Sheriff. However, the County and the Sheriff will provide the P.C.s and PrimeCare with reasonable ongoing access to all Medical Records even after the termination of this Agreement for the purpose of defending litigation.

1.14. **Staffing.** The P.C.s shall make available all Providers, including physicians and dentists, and, as applicable, nurses and other qualified professionals necessary for the rendering of Professional Services to inmates at the Facility according to the weekly staffing matrix detailed in Attachment A of this Agreement. Attachment A reflects the agreed upon staffing pattern necessary for the P.C.s to provide the Professional Services required

at the Facility for an average inmate population of up to three hundred and sixty (360) inmates. In all cases, P.C.s, as applicable, shall be responsible for maintaining adequate staffing levels to render medically necessary care.

- (a) **Qualifications.** All Providers made available by the P.C.s to render Professional Services hereunder shall be licensed, certified, registered and/or otherwise authorized to practice, as appropriate, in their respective areas of expertise pursuant to the rules, regulations, and requirements of New York State.
- (b) **Subcontracting and Delegation.** In order to discharge their obligations hereunder, the P.C.s will engage certain Providers as employees and, in addition, may engage certain Providers, upon prior written approval of each such professional from the County, which approval will not be unreasonably withheld, as independent contractors rather than as employees. Subject to the approval described above, the Sheriff consents to such engagement.

1.15. **Use of Inmates in the Provision of Health Care Services.** Inmates shall not be employed or otherwise engaged by the P.C.s, PrimeCare, or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, inmates may be used in positions not involving the rendering of health care services directly to inmates.

1.16. **Discrimination.** During the performance of this Agreement, the P.C.s and their employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by the P.C.s, and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. The P.C.s shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and PrimeCare shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290 - 301.

ARTICLE II MANAGEMENT SERVICES

2.1. Scope of Services

- (a) Pursuant to a Management Services Agreement to be entered into by and between PrimeCare and each of the P.C.s concurrently with this Agreement (the "Management Agreement"), PrimeCare shall provide, or arrange for the provision of, the management and administrative services necessary or appropriate for the proper operation of the P.C.s in a criminal justice setting requiring 24-hour operations, as described below ("Management Services") and as further detailed in Attachment A, which is attached hereto and is hereby made a part of this Agreement. PrimeCare shall be the exclusive provider to the P.C.s of the Management Services. The P.C.s shall not obtain any Management Services from any source other than PrimeCare, except with the prior written consent of PrimeCare and the County. PrimeCare shall be permitted to perform its Management Services in whatever manner it deems necessary, in accordance with applicable law, to meet the day-to-day requirements of the P.C.s, including, without limitation, performance of business office functions by persons other than employees of PrimeCare. To the extent the provisions in Article II addressing Management Services conflict with the provisions in Attachment A, the provisions in Article II will control.
- (b) Nothing in this Agreement shall require, or be construed or deemed to require, PrimeCare to (i) engage in the practice of medicine, dentistry, or any other profession practiced by the P.C.s or the Providers, (ii) assume any responsibility for the care of patients, or (iii) have any control over the clinical decision-making or training of Providers. PrimeCare will not exercise control over the manner or means by which the Providers perform their professional duties and responsibilities.

2.2 **Management Services.** The Management Services to be provided by PrimeCare to the P.C.s are subject to the approval of the P.C.s and shall include, but not be limited to, the following:

- (a) staffing of non-licensed personnel, as described in more detail in Section 2.3 below, required to enable the P.C.s to comply with their obligations set forth in this Agreement;
- (b) secretarial and clerical functions, including coordination and scheduling of patient visits;
- (c) business planning;
- (d) financial management, including causing annual financial statements and tax returns to be prepared for the P.C.s, providing to the P.C.s the data necessary for them to file their tax returns and make any other necessary governmental filings, and submitting the P.C.s' tax returns to the P.C.s for signature;
- (e) bookkeeping, accounting, and data processing services;
- (f) materials management, including purchase and stocking of office equipment and supplies, and maintenance of facilities;
- (g) administering, or causing to be administered, any welfare, benefit, or insurance plan or arrangement of the P.C.s;
- (h) in consultation with the P.C.s, providing administrative advice and assistance with respect to human resources management;
- (i) billing and collection of accounts receivable, and accounts payable processing;
- (j) administrative support for any utilization and quality management activities performed by the P.C.s;
- (k) obtaining for the P.C.s agreed upon insurance coverages, including, but not limited to, the professional liability insurance described in Section 2.6;
- (l) paying for necessary legal services except with respect to any legal dispute between PrimeCare and each P.C.;
- (m) recommending new Providers for employment by the P.C.s, subject to the final approval of the P.C.s;
- (n) recommend Provider-candidates for shareholder status with the P.C.s, subject to the final approval of the P.C.s;
- (o) performing credentialing support services such as application processing and information verification;
- (p) negotiating contracts on behalf of the P.C.s, subject to each P.C.'s prior written approval; and
- (q) establishing procedures, subject to the County's and the P.C.s' approval and ultimate responsibility, to ensure that proper and complete medical records are maintained for Professional Services rendered pursuant to this Agreement.

2.3 Personnel. Subject to the approval of the County and the P.C.s, PrimeCare shall employ, contract with, or otherwise make available to the Facility all non-licensed administrative personnel ("Personnel") necessary for the P.C.s to render Professional Services to inmates in accordance with the weekly staffing matrix detailed in Schedule A of this Agreement. Schedule A reflects the agreed upon staffing pattern necessary for PrimeCare to provide the Management Services and other services described in this Article II required by the Facilities for an average inmate population of up to eighty (80) inmates.

The Health Services Administrator ("HSA"), or his/her designee will be responsible for arranging health care services pursuant to a written job description, contract, or agreement. Clinical decisions shall be the sole providence of physicians and shall not be countermanded by non-clinicians. Registered Nurses (RN) coverage is required 24 hours per day. In the event of vacations, leaves of absence, illness, or holidays of regular RN staff,

per them or agency staff must be available to cover RN schedules. RNs may only be replaced by RNs. Attachment A of this Agreement is a minimum staffing plan. Legally observed holidays will be staffed to a Sunday level as shown in the matrix.

- (A) **Discrimination.** During the performance of this Agreement, PrimeCare and its employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by PrimeCare; and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. PrimeCare shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and PrimeCare shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290-301.
- (b) **Sexual Harassment.** Any type of sexual harassment is against Schoenectady County policy and is unlawful. PrimeCare acknowledges and agrees that it has read the entirety of the Schoenectady County Sexual Harassment Policy, a copy of which can be found online at www.schoenectadycountryny.gov/hr/sexual_harassment under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this Agreement. PrimeCare shall follow the policy in its entirety. If a complaint does arise, PrimeCare is to notify Schoenectady County promptly. To the fullest extent permitted by law, PrimeCare shall indemnify, hold harmless, and defend Schoenectady County, its board, officers, employees, and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses to the extent permitted by law, including but not limited to attorney's fees and all other costs of defense, resulting from PrimeCare and/or agent's breach of this policy.

2.4 Additional Services. In addition to the Management Services described above, and subject to the approval of the P.C.s, PrimeCare shall be responsible for the following services:

- (a) **Inmate and Staff Education.** PrimeCare shall assist the P.C.s in organizing ongoing health education programs for inmates. If the Sheriff so desires and with the approval of the County's Personnel Officer and County Administrator, PrimeCare shall assist the P.C.s in arranging for the same program for correctional officers at the Facility.
- (b) **PrimeCare Records.** If, in order to carry out its obligations under this Agreement, PrimeCare requires access to the Medical Records maintained by the P.C.s, PrimeCare shall maintain the confidentiality of such records and shall comply with the terms set forth in Section 1.13 hereof. PrimeCare will make available to the County or its designee, at the County's or its designee's request, all Medical Records and other papers relating to the P.C.s' delivery of Professional Services to inmates hereunder. The County understands that while the medical records are the property of the County, the systems, methods, procedures, written materials, and other controls employed by PrimeCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of PrimeCare and may not, at any time, be disseminated, distributed, copied, or otherwise utilized by the Sheriff, except in connection with the delivery of Professional Services hereunder or as required by counsel in any lawsuit or as permitted or required by law, except in the performance of his duties and obligations under law, rules, or regulations, or unless such disclosure is approved in advance in writing by PrimeCare.
- (c) **Reports.** PrimeCare shall provide to the County or its designee, on a date and in a form mutually acceptable to PrimeCare and the Sheriff, monthly and annual reports containing an analysis of the Professional Services rendered by the Providers hereunder.
- (d) **PrimeCare will provide a portable dental suite.** In the event this Agreement is terminated for any reason in less than sixty (60) months from its effective date, the County shall owe PrimeCare an amount calculated by multiplying \$750,000 by the difference between the number of months the contract was in place and sixty (60).
- (e) PrimeCare will install and maintain an electronic medical record.
- (f) PrimeCare will install a Telemedicine System.
- (g) PrimeCare will provide, as needed, an Electrocardiogram (EKG) Machine, an Automated External Defibrillator (AED), and Medication Carts for use at the Facility.

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2.5 Qualifications. Upon the request of the County, PrimeCare shall maintain NCCHC accreditation for the Facility and will obtain reaccreditation when due (providing the accrediting agency will schedule their field survey within a reasonable time of PrimeCare's request and further providing the Sherifffully cooperate with PrimeCare in preparing for the field survey and in training correctional staff as required) Notwithstanding any other provisions of this Agreement, PrimeCare shall be responsible for paying all fees and charges billed by the accrediting agency. In the event the NCCHC modifies the standards in such a way that compliance with them increases PrimeCare's costs, such as requiring staffing levels above those required in this Agreement, the parties will meet to renegotiate the cost of this Agreement to the extent necessary to cover PrimeCare's increased costs in staffing.

2.6 Insurance Coverage. For the provision of services set forth herein and as may be hereinafter amended, PrimeCare and the Providers shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at their expense, the following:

- 2.6.1** Professional Liability and/or malpractice insurance in an amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate;
- 2.6.2** Statutory New York State Worker's Compensation, including employers liability coverage;
- 2.6.3** Automobile Liability and Property Damage covering owned, non-owned, and hired vehicles with minimum combined single limits of \$1,000,000 per occurrence;
- 2.6.4** General Liability insurance in the minimum amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- 2.6.5** Insurance coverage under the NY's Disability Benefits Law and Workers Compensation.

PrimeCare shall furnish to the County Certificates of Insurance (COI) evidencing the above referenced coverage before the provision of services begin. The failure of PrimeCare to provide such COI shall not be deemed a waiver by the County of PrimeCare's obligation to provide the insurance coverage. In addition, and in the event of any defect in any COI regardless of when the defect is discovered, the acceptance by the County of any such COI shall not be deemed a satisfaction of the requirement that PrimeCare provide insurance coverage as noted in this Agreement.

2.7 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of the services to be performed by PrimeCare and the Providers pursuant to this Agreement. Such insurers shall be of recognized financial standing satisfactory to the County. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured including, without limitation, the obligation to pay premiums, shall be the sole obligation of the insured and not those of the County. Notwithstanding anything to the contrary in this Agreement, PrimeCare and the Providers irrevocably waive all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and Section 2.6. The provision of insurance by PrimeCare and the Providers shall not in any way limit PrimeCare's and/or the Providers' liability under this Agreement.

At the time PrimeCare and the Providers submit two (2) original executed copies of this Agreement, PrimeCare and the Providers shall include certificates of insurance evidencing their compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the County (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the County Clerk of the Board of Legislators and the Sheriff, and (iii) the County shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to PrimeCare and/or the Providers.

To the extent it is commercially available, such policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that

- (a) Policy retroactive dates coincide with or precede the start of the performance of Services (including subsequent policies purchased as renewals or replacements);
- (b) PrimeCare and the Providers shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services;
- (c) If the insurance is terminated for any reason, PrimeCare and the Providers agree to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- (d) Immediate notice shall be given to the County, through the Sheriff, the Schenectady County Attorney (hereinafter referred to as the "County Attorney"), and the County's Clerk of the Board of Legislators, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.
- (e) There shall be no assignment or subcontracting of the services to be provided under this Agreement without the consent of the County. Any assignment agreed to by the County will not void or waive the application of this provision to any assigned.

**ARTICLE III
OBLIGATIONS OF THE SHERIFF**

- 3.1. Inmate Information.** Subject to applicable New York State law, in order to assist the P.C.s in providing the best possible services to inmates, the Sheriff or his designee will provide the P.C.s with information pertaining to inmates that P.C.s and the Sheriff mutually identify as reasonable and necessary for the P.C.s to adequately perform their obligations hereunder.
- 3.2. Sheriff's Records Available to the P.C.s and PrimeCare with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the Sheriff or his designee will provide the P.C.s and/or PrimeCare the Sheriff's records relating to the provision of health care services to inmates as may be requested by the P.C.s or PrimeCare if pertinent to the investigation or defense of any claim related to their conduct. Consistent with applicable law, the Sheriff or his designee will make available such records as are maintained by the Sheriff, hospitals, and other outside health care providers involved in the care or treatment of inmates (to the extent the Sheriff has any claim to those records) as the P.C.s or PrimeCare may reasonably request. Any such information released by the Sheriff or his designee to the P.C.s or PrimeCare that the Sheriff or his designee considers confidential will not, except as may be required by law, be distributed by the P.C.s or PrimeCare to any third party without the prior written approval by the Sheriff or his designee. Sheriff's personnel records relating to the provision of health care services shall be considered confidential, and any request made and/or received pursuant to this Agreement for their release shall be directed and reviewed by the County Attorney.
- 3.3. Security**
- (a) **General.** The parties understand that adequate security services are necessary for the safety of the P.C.s and PrimeCare, and their agents and employees as well as for the security of inmates and the Facility's staff, consistent with the correctional setting. The Sheriff will provide security sufficient to enable the P.C.s, PrimeCare, and their Providers and Personnel to safely provide the services described in this Agreement. Nothing herein shall be construed to make the Sheriff, his deputies, or employees a guarantor of the safety of the employees or agents of PrimeCare or the P.C.s.
 - (b) **Loss of Equipment and Supplies.** The County shall not be liable for loss of, or damage to, equipment and supplies of the P.C.s or PrimeCare, or their employees and agents, unless such loss or damage was caused by the negligence of the Sheriff, his deputies, or employees.
 - (c) **Transportation Off-Site.** The Sheriff will provide security and transportation as necessary and appropriate in connection with the transportation of any inmates between the Facility and any other location for off-site services as contemplated herein. Neither the P.C.s nor PrimeCare shall be responsible for the cost of any security or transportation provided by the Sheriff.

3.4. Office Space, Inventory, Equipment and Supplies

- (a) **General.** The Sheriff shall provide the P.C.s and PrimeCare with office space, facilities, existing equipment, and utilities (including long distance telephone service) sufficient to enable them to perform their obligations hereunder. The Sheriff will provide necessary maintenance and housekeeping of the office space and facilities. The P.C.s and PrimeCare agree that they have inspected the Facility, including the medical office space and facilities, and that such space and facilities are sufficient for their Provider, Personnel, agents, and employees to perform all of the obligations required under this Agreement.
- (b) **Delivery of Possession.** The Sheriff will deliver to the P.C.s and PrimeCare on the date of commencement of this Agreement possession and control of all medical and office equipment and supplies in place at the Facility's health care facilities and owned by the County. At the termination of this or any subsequent agreements, the P.C.s and PrimeCare will return to the Sheriff possession and control of all medical and office equipment, in working order, reasonable wear and tear excepted, and supplies in-place at the Facility's health care facility. It is agreed that PrimeCare shall be responsible for either the purchase of contractor owned equipment present on the effective date of this Agreement, and/or replacement at PrimeCare's expense of the equipment necessary for the P.C.s and PrimeCare to perform their duties under this Agreement.
- (c) **Maintenance and Replenishment of Equipment.** PrimeCare, at its own expense, will maintain all present equipment in working order during the term of this Agreement. If additional equipment and instruments are required by the P.C.s and/or PrimeCare during the term of this Agreement, then it shall be the responsibility of PrimeCare to purchase such items at its own cost. At the end of this Agreement, or upon its termination, ownership of all such equipment shall remain the property of PrimeCare.
- (d) **General Maintenance Services.** The Sheriff will provide the same services and facilities to inmates housed in medical units in the Facility as are provided all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE IV TERM AND TERMINATION

- 4.1. **Term.** This Agreement shall commence on April 1, 2023 at 12:01 a.m. (EDT) and terminate on March 31, 2028 at midnight (EDT). The cost of the first year of the agreement will not exceed \$3,099,266.22 plus and ADP charges for inmates exceeding 360 in number. There shall be three additional 1-year options at a cost mutually satisfactory to all parties. Annual increases in compensation for years 2 through 5 of the contract will be adjusted by the twelve (12) month average of the Consumer Price Index (CPI) for the U.S. City Average of Medical Care as published by the United States Department of Labor plus one percent (1%) per year. Compensation for any option year will be as negotiated by the parties.
- 4.2. **Termination by the County.** The County may, by written notice, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure or inability of a PrimeCare or the P.C.s to comply with any of the terms or conditions of this Agreement, or (iii) upon PrimeCare or the P.C.s becoming insolvent or bankrupt. Upon termination of this Agreement, the P.C.s and PrimeCare shall comply with any and all County closeout procedures, including but not limited to:
 - (a) Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the P.C.s and/or PrimeCare pursuant to this Agreement;
 - (b) Furnishing to the County within ten (10) days, an inventory of all equipment, apparatuses, and property purchased by the P.C.s and/or PrimeCare through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
 - (c) In the event that this Agreement is terminated for the convenience of the County, the P.C.s and PrimeCare shall be paid for all Services rendered through the date of termination in accordance with Attachment B.

- (d) In the event the County terminates this Agreement, in whole or in part, as provided herein, the County may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the P.C.s and PrimeCare shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, the cost and expense of any services procured by the County to complete the services herein will be set off against any sums due to the P.C.s and PrimeCare.
 - (e) Notwithstanding any other provisions of this Agreement, the P.C.s and PrimeCare shall not be relieved of liability to the County for damages sustained by the County by virtue of their breach of this Agreement, or failure to perform in accordance with applicable standards.
 - (f) The County may withhold payments due under this Agreement for the purposes of set-off until such time as the exact amount of damages due to the County from the P.C.s and PrimeCare is determined.
 - (g) The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.
- 4.3. **Termination by PrimeCare or the P.C.s.** PrimeCare or the P.C.s may, upon 180 days prior written notice, terminate this Agreement for (i) their convenience, (ii) upon the failure of the County to comply with any of the terms of this Agreement, or (iii) upon PrimeCare or the P.C.s becoming insolvent or bankrupt.
- 4.4. **Non-Appropriation of Funds.** The Parties understand that funds for this Agreement are provided by the County. This Agreement is subject to the annual appropriation of funds for this Agreement by the Schenectady County Board of Legislators. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then this Agreement will become null and void and neither party shall be subject to penalty or liability.
- 4.5. **Effect of Termination.** Upon termination of this Agreement, responsibility for providing Professional Services to all inmates, including inmates receiving Professional Services at facilities outside the Facility, will be transferred from the P.C.s to the County.

ARTICLE V COMPENSATION

- 5.1. **Base Compensation.** The County will compensate the P.C.s and PrimeCare the annual sum (the "Total Maximum Base Compensation") of Three Million Ninety-Nine Thousand Two Hundred and Sixty-Six Dollars and Twenty-Two Cents (\$1,999,266.22) in the first year of this Agreement. The cost for any subsequent years will be adjusted as set forth in section 4.1.
- 5.1. **Billing.** Consistent with the terms of the Management Agreement between PrimeCare and the P.C.s, PrimeCare shall bill the County the monthly invoice amount set forth on Attachment A (the "PrimeCare Monthly Invoice Amount") on or before the first (1st) day of the month preceding the month in which services are rendered. PrimeCare shall also bill the County the total monthly invoice amounts set forth on Attachment A on behalf of the P.C.s (the "P.C.s Monthly Invoice Amount") on or before the first (1st) day of the month preceding the month in which services are rendered. The County shall pay the P.C.s and PrimeCare with separate checks, and in compliance with the provisions set forth in Attachment A by the first of the month in which services are to be rendered. PrimeCare shall not retain any payment made by the County that is allocable to the P.C.s for the Provider's provision of Professional Services. In no event, however, shall the County be obligated to pay total compensation in excess of the Total Maximum Base Compensation, except as provided in Sections 5.2.
- 5.2. **Excess Daily Population Charges.** The County shall pay the amount of Two Dollars and Eighty-Five Cents (\$2.85) per day for each inmate above 360 in the custody and control of the Sheriff, provided to the total inmate/patient population per contract year. In the event the CAP of \$200,000.00 is not reached, the P.C.s shall return one hundred percent (100%) of the remaining catastrophic balance to the County.

**ARTICLE VI
INDEMNIFICATION**

6.1. PrimeCare and the P.C.s agree to joint and several liability with respect to all services provided pursuant to this Agreement and further agree to defend, indemnify and save harmless the County and the Sheriff, their officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described (including without limitation, reasonable attorneys' fees and disbursements and costs of litigation and/or settlement) to the fullest extent permitted by law brought against the County or the Sheriff which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation, arising out of or resulting from the performance of services by PrimeCare or the P.C.s arising from any act, omission, fault, or negligence of PrimeCare or the P.C.s, and their respective agents and employees, or arising from any breach or default by PrimeCare or the P.C.s under this Agreement. PrimeCare and the P.C.s agree to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at their sole expense, and agree to bear all other costs and expenses related thereto, even if such claims, demands, or suits, are groundless, false, or fraudulent. Nothing herein is intended to relieve:

- (1) P.C.s of any liability arising from Title VIII violations; and
- (2) The County or the Sheriff from its own negligence or misfeasance, or to assume such liability for the County or the Sheriff by PrimeCare.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of PrimeCare and/or the Providers or an officer, employee, representative, subcontractor, assignee, or agent of PrimeCare and/or the Providers, either within or without the scope of the respective employment, representation, subcontract, assignment or agency, or arising out of PrimeCare's and/or the Providers' negligence, fault, act, or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

6.2. To the fullest extent permitted by law, PrimeCare shall indemnify, hold harmless and defend the County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including PrimeCare's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of PrimeCare's work or from any of the acts or omissions on the part of PrimeCare, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

PrimeCare shall, upon the County's demand, promptly and diligently defend at PrimeCare's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and PrimeCare shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

PrimeCare shall and shall cause PrimeCare's officers, employees, and agents to cooperate with the County in connection with the investigation, defense, or prosecution of any action, suit, or proceeding related to the subject matter of this Agreement.

6.3. The County agrees to indemnify, hold harmless, and defend PrimeCare, the P.C.s, and their respective agents, servants, employees and contractors, including all Providers and Personnel, from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the negligent or intentional act or omission of the Sheriff, the County, or their agents or employees, to the extent of their

responsibility for such claims, damages, losses and expenses in their operation and maintenance of the Facilities, the custody of inmates and all provisions for the physical security of all such PrimeCare personnel.

The County shall, upon PrimeCare's demand, promptly and diligently defend at the County's sole risk and expense, to the fullest extent permitted by law, any and all suits, actions, or proceedings which may be brought or instituted against PrimeCare to provide defense under this paragraph and the County shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

The County shall and shall cause the County's officers, employees, and agents to cooperate with PrimeCare in connection with the investigation defense or prosecution of any action, suit, or proceeding related to the subject matter of this Agreement.

- 6.4. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties thereto as defendants in lawsuits by third parties.

ARTICLE VII MISCELLANEOUS

- 7.1. **Conflict in Terms.** The parties hereto acknowledge that the Contract Documents are as follows: (1) PrimeCare's initial proposal of January 10, 2023 (as modified by this Agreement); (2) this Agreement, including all Schedules and Attachments, and (3) the Schenectady County Board of Supervisors resolution authorizing this agreement.

In the event of any conflict or discrepancy between the Contract Documents, they shall be interpreted in the following manner of priority: (1) this Agreement, including all Attachments; (2) Schenectady County Resolution No. ; and (3) PrimeCare's Proposal to Provide Medical Services for Schenectady County Jail dated January 10, 2023;

- 7.2. **Independent Contractor Status.** The parties acknowledge that the P.C.s and PrimeCare are independent contractors of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties. PrimeCare and the P.C.s shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for PrimeCare's and/or the P.C.s' personnel engaged in the performance of same. PrimeCare and/or the P.C.s covenant and agree that neither they, nor their employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that PrimeCare's and/or the P.C.s' employees or agents shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

- 7.3. **Assignment.** Neither the P.C.s nor PrimeCare shall assign this Agreement to any other entity or subcontract for services hereunder without the express prior written consent of the County, which will not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve the P.C.s or PrimeCare of their independent obligation to provide the services and be bound by the requirements of this Agreement. Failure of PrimeCare and/or the P.C.s to obtain any required consent to any assignment shall be grounds for termination for cause at the option of the County, and if the Agreement be so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to PrimeCare and/or the P.C.s, their assignees, or transferees. All monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay for past services.

- 7.4. **Subcontracting.** PrimeCare and the P.C.s agree to include the following provisions in any and all subcontract agreements for services to be performed pursuant to this Agreement:

- (a) That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County, PrimeCare, and the P.C.s, including, but not limited to, the insurance requirements set forth in paragraph 2.6;
- (b) That nothing contained in the subcontractor agreement shall impair the rights of the County;
- (c) That nothing contained in the subcontractor agreement, or under this Agreement between the County, PrimeCare, and the P.C.s shall create any contractual relation in law or equity, between the subcontractor and the County; and
- (d) That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Section 7.14 of this Agreement between the County, PrimeCare, and the P.C.s.

Upon signing this Agreement, PrimeCare and/or the P.C.s shall provide the Sheriff or his designee with the names and scopes of work of any and all subcontractors to be used in the performance of PrimeCare's or the P.C.s' obligations pursuant to this Agreement. Furthermore, upon request by the County, PrimeCare and/or the P.C.s shall provide copies of any and all subcontract agreements for services to be performed pursuant to this Agreement.

PrimeCare and/or the P.C.s agree that they are fully responsible to the County for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, to the same extent as they are for the acts and omissions of persons employed by them. PrimeCare and/or the P.C.s shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

7.5 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by hand, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Schenectady County Sheriff's Office ("Sheriff")
 Attn: Dominic DeGastano, Sheriff
 320 Vender Avenue
 Schenectady, New York 12307

With a copy to:

Schenectady County Manager's Office ("County Manager")
 Attn: Rory Fluman, County Attorney
 620 State Street, 6th Floor
 Schenectady, New York 12307

PrimeCare: PrimeCare Medical Of New York, Inc. ("PrimeCare")
 Attention: Thomas J. Weber, CEO
 3940 Locust Lane
 Harrisburg, Pennsylvania 17109

**The P.C.s
 Medical P.C.:** Professional Medical Practice P.C. (the "Medical P.C.")
 Attention: Thomas J. Weber, Secretary
 3940 Locust Lane
 Harrisburg, Pennsylvania 17109

Dental P.C.: Professional Dental Services P.C. (the "Dental P.C.")
 Attention: Thomas J. Weber, Secretary
 3940 Locust Lane
 Harrisburg, Pennsylvania 17109

Nursing P.C.: PersonalCare Registered Nursing P.C. (the "Nursing P.C.")
Attention: Thomas J. Weber, Secretary
3940 Locust Lane
Harrisburg, Pennsylvania 17109

Notices shall be effective upon receipt.

- 7.6 Governing Law.** This Agreement and the rights and obligations of the parties herein shall be governed by, and construed according to, the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. Any action brought pursuant to this Agreement will be brought exclusively before the United States District Court for the Northern District of New York or the appropriate state court located within the County of Schenectady.
- 7.7 Entire Agreement.** This Agreement, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties herein.
- 7.8 Waiver of Breach.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. None of the provisions of this Agreement shall be considered waived by the County unless such waiver is explicitly given in writing by the Chairman of the Schenectady County Board of Legislators ("Chairman") or the County Administrator and with the approval of the County Attorney. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Chairman or the County Administrator and with the approval of the County Attorney.
- 7.9 Other Contracts and Third-Party Beneficiaries.** The parties acknowledge that neither the P.C.s nor PrimeCare are bound by or aware of any other existing contracts to which the Sheriff or the County is a party, and which relate to the providing of necessary medical care to inmates at the Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 7.10 Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity or un-enforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect, valid and enforceable in accordance with its terms and conditions.
- 7.11 Liaison.** The Sheriff and his designees (as designated in writing by the Sheriff) shall be the liaison with the P.C.s and PrimeCare.
- 7.12 Force Majeure.** No party herein shall be deemed in violation of this Agreement if it is or they are prevented from performing any of the obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, seismic disturbances, lack of County financial or physical resources, failure of the County to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of one or both of the parties.
- 7.13 Confidentiality** For purposes of this Section:
- (A) The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by PrimeCare and/or the Providers from or through the County or any other person connected with the County, or developed, produced, or obtained by PrimeCare and/or the Providers in connection with their performance of services under this Agreement. Confidential Information shall include, but not be limited

to, the following: samples, substances, and other materials; conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis; and all conclusions, interpretations, recommendations, and/or comments relating thereto.

- (b) The terms "PrimeCare" and/or the "Providers" as used herein include all officers, directors, employees, agents, subcontractors, assignees, or representatives of PrimeCare and/or the P.C.s.

PrimeCare and the Providers shall keep all Confidential Information in a secure location within the Facility or PrimeCare's or the Providers' offices. The County shall have the right, but not the obligation, to enter PrimeCare's and/or the Providers' offices in order to inspect the arrangements for keeping Confidential Information secure. The County's inspection, or its failure to inspect, shall not relieve PrimeCare and the Providers of their responsibilities pursuant to this Section 7.14.

PrimeCare and the Providers shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the County, without the prior written consent of the Chairman or the County Administrator and with the approval of the County Attorney, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

PrimeCare and the Providers shall notify the County immediately upon receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. PrimeCare and the Providers are not prohibited from disclosing portions of Confidential Information if, and to the extent that (i) such portions have become generally available to the public other than by an act or omission of PrimeCare and/or the Providers, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, PrimeCare and/or the Providers shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the County Attorney, in writing, waives compliance with the provisions of this Section 7.14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Section 7.14, or determines that such disclosure is legally required, PrimeCare and/or the Providers shall disclose only such portions of Confidential Information that, in the opinion of the County, PrimeCare and/or the Providers are legally required to disclose, and PrimeCare and/or the Providers shall use their best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

7.14 Ownership of Confidential Information. Notwithstanding any other provision herein to the contrary:

- (a) All Confidential Information, as defined in Section 7.14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. To the extent allowed by law, PrimeCare and/or the Providers shall deliver Confidential Information and all copies thereof to the County upon request.
- (b) To the extent that copies of Confidential Information are authorized by the County to be retained by PrimeCare and/or the Providers, such information shall be retained in a secure location in the Facility, in the offices of PrimeCare and/or the Providers for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the County's direction.

7.15 Procurement of Agreement. PrimeCare and the Providers represent and warrant that no person or selling agent has been employed or retained by PrimeCare and the Providers to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. PrimeCare and the Providers further represent and warrant that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. PrimeCare and the Providers make such representations and warranties to induce the County to enter into this Agreement, and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and PrimeCare and the Providers shall neither make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

- 7.16 Conflict of Interest.** PrimeCare and the Providers represent and warrant that neither they, nor any of their directors, officers, members, partners, or employees, have any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. PrimeCare and the Providers further represent and warrant that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (i) is required by the Schenectady County Ethics Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics and annexes such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder, and PrimeCare and the Providers shall not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

- 7.17 Representations by PrimeCare and the Providers.** PrimeCare and the Providers represent that they are fully licensed (to the extent required by law), experienced and properly qualified to perform the services to be provided under this Agreement, and that they are properly permitted, equipped, organized and financed to perform such services.

PrimeCare and the Providers understand that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses, and/or conclusions developed as a result of their performance of these services. PrimeCare and the Providers are aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. PrimeCare and the Providers shall be responsible for such penalties resulting from false information submitted to the County by PrimeCare and/or the Providers.

By signing this Agreement, PrimeCare and the Providers are attesting to the fact that neither they nor any of their employees, agents, representatives, officers, subcontractors, or any other entity or individual providing services pursuant to this Agreement have been sanctioned, excluded, or in any other manner barred from doing business with any Federal, State, or local agency, municipality, or department. If PrimeCare and/or the Providers, or any of their officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any Federal, State, or local agency, municipality, or department during the Term or any Renewal Term of this Agreement, PrimeCare and the Providers agree to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statements related to PrimeCare's and/or the Providers' status in this regard, or any failure by any of them to immediately notify the County Attorney of any change in such status, shall result in immediate termination of this Agreement in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

- 7.18 Corporate Compliance.** PrimeCare and the Providers agree to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and/or services under this Agreement. In particular, PrimeCare and the Providers agree to comply with the laws, rules, and regulations of Schenectady County.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

7.19 Fair Practices. PrimeCare and the Providers, and each person signing on behalf of PrimeCare and the Providers, represent, warrant and certify under penalty of perjury, that to the best of their knowledge and belief:

- (a) The prices in this Agreement have been arrived at independently by PrimeCare and the Providers without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor as to any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition;
- (b) Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by PrimeCare have not been knowingly disclosed by PrimeCare and/or the Providers prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor, and
- (c) No attempt has been made, or shall be made, by PrimeCare and/or the Providers to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that PrimeCare and the Providers (i) published price lists, rates, or tariffs covering the services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Section 7.20.

7.20 Performance and HIPAA Compliance. In performing the Services, PrimeCare and the Providers shall assign qualified personnel and perform such services in accordance with the professional standards and with the skill, diligence, and quality control/quality assurance measures expected of a reputable company performing services of a similar nature. PrimeCare and the Providers are hereby given notice that the County shall be relying upon the accuracy, competence, and completeness of PrimeCare's and the Providers' performance of its services. PrimeCare and the Providers shall at all times comply with all applicable Federal, State, and local laws, ordinances, statutes, rules, and regulations.

Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Under certain circumstances, Federal law and regulations governing the privacy of certain health information require a "Business Associates Agreement" (a "BAA") between the County and PrimeCare and the Providers [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, then the County, PrimeCare, and the Providers agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless PrimeCare and the Providers have previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

7.21 Publicity. The prior written approval of the County is required before PrimeCare and/or the Providers, or any of their officers, employees, representatives, servants, agents, or assignees may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the services performed or data collected in connection with this Agreement.

If PrimeCare and/or the Providers, or any of their officers, employees, representatives, servants, agents, or assignees desire to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the County Attorney which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee.

and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such publication.

7.22 Books and Records. PrimeCare and the Providers agree to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

7.23 Retention of Records. PrimeCare and the Providers agree to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The County, any New York State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

7.24 Auditing and Reports. All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based are subject to audit by the County. PrimeCare and/or the Providers shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County, so that it may evaluate the reasonableness of the charges, and PrimeCare and/or the Providers shall make their records available within fourteen (14) days to the County upon written request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. PrimeCare and/or the Providers shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

7.25 Current or former County Employees. PrimeCare and the Providers represent and warrant that during the Term and/or any Renewal Term of this Agreement and for a period of one (1) year after its expiration or termination, they shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that they have or may have with the County, without the express written permission of the Chairman or the County Administrator.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and PrimeCare and/or the Providers shall neither make any claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

7.26 Protection of County Property. PrimeCare and the Providers assume the risk of and shall be responsible for any loss or damage to the County's property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of PrimeCare and/or the Providers, their officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by PrimeCare and/or the Providers as an expert, consultant, or specialist hereunder, shall be the responsibility of PrimeCare and/or the Providers.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

PrimeCare and the Providers agree to defend, indemnify, and hold the County harmless to the fullest extent permitted by law from any and all liability or claim for loss, cost, damage, or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Section 7.26.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

7.27 No Arbitration. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Chairman or the County Administrator, after consultation with the County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Schenectady County, or the appropriate Federal District Court.

7.28 No Claim Against Officers, Agents or Employees. No claim whatsoever shall be made by PrimeCare and/or the Providers against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

7.29 Modification. No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement.

7.30 Surviving Obligations. PrimeCare's and the Providers' obligations, and those of PrimeCare's and the Providers' employees, representatives, agents, successors and assignees, assumed pursuant to Article VI (Indemnification), Section 7.14 (Confidentiality), Section 7.15 (Ownership of Confidential Information), Section 7.18 (Representations by PrimeCare and the Providers), Section 7.19 (Corporate Compliance), Section 7.21 (Performance), Section 7.23 (Publicity), Section 7.24 (Retention of Records), and Section 7.27 (Protection of County Property), shall survive completion of the Services and/or the expiration or termination of this Agreement.

7.31 Headings and Defined Terms. The Article and Section headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the commencement date set forth in Section 4.1 above.

**Schenectady County Sheriff's Office
Inc.**

By: _____
NAME: Dominic Dagostino
TITLE: Sheriff
DATE: _____

PrimeCare Medical Of New York,

By: _____
NAME: Thomas J. Weber, Esq.
TITLE: CEO
DATE: _____

County of Schenectady

By: _____
NAME: _____
TITLE: Chairman
DATE: _____

Professional Medical Practice P.C.

By: _____
NAME: Victoria Gesaner, MD
TITLE: President
DATE: _____

Professional Dental Services P.C.

By: _____
NAME: Nathan Kalteski, DDS
TITLE: President
DATE: _____

PersonalCare Registered Nursing P.C.

By: _____
NAME: Todd W. Haskins, BSN, RN
TITLE: President
DATE: _____

LEGISLATIVE INITIATIVE FORM

Date: 2/10/2023
Reference: Rules
Dual Reference:
Initiative: R 9

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR BONUSES FOR HEALTHCARE WORKERS

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Health Care Workers Bonus Program

Summary of Specific Provisions:

Authorizes the acceptance of funding from the NYS Health Care Workers Bonus Program. This is one of the initiatives by NYS to increase the state's healthcare workforce by 20 percent over the next five years and to acknowledge the critical work performed by them during the Covid-19 Pandemic.

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accept funding from the New York State Department of Health associated with the Healthcare Worker Bonus Initiative for County employees who are in titles with public facing health care responsibilities and service delivery.

Specifically, Director of Public Health Keith Brown and Glendale Administrator Todd Zbytniewski and their respective staff have reviewed the parameters of the Bonus Initiative based on guidance provided by the New York State Department of Health and have identified appropriate titles and employees who may be eligible for bonus payments for the vesting and reporting periods of 10/1/2022 through 11/30/2022.

Increase Appropriation Code By:

A516020.132120	Glendale Nursing Home	Healthcare Worker Bonus	\$ 247,100
A514009.132120	Public Health Administration	Healthcare Worker Bonus	\$ 3,000
A514012.132120	Public Health Preventive Services	Healthcare Worker Bonus	\$ 31,400
A514013.132120	Public Health WIC	Healthcare Worker Bonus	\$ 1,500
A514045.132120	Children with Special Needs	Healthcare Worker Bonus	\$ 1,500
A514310.132120	Community Services Administration	Healthcare Worker Bonus	\$ 8,075
			<u>\$ 292,315</u>

Increase Revenue Code By:

A36020.348903	State Aid	Healthcare Worker Bonus	\$ 247,100
A34009.348903	State Aid	Healthcare Worker Bonus	\$ 3,000

A34012.348903	State Aid	Healthcare Worker Bonus	\$ 31,140
A34013.348903	State Aid	Healthcare Worker Bonus	\$ 1,500
A34045.348903	State Aid	Healthcare Worker Bonus	\$ 1,500
A34310.348903	State Aid	Healthcare Worker Bonus	<u>\$ 8,075</u>
			<u>\$ 292,315</u>

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

NYS, in its FY 2023 state budget, allocated \$1.3 Billion to medical programs for the retention of employees in the frontline health care and mental hygiene positions. Jaclyn Falotico, Commissioner of Finance, indicated that the Glendale Nursing Home and Public Health teams have reviewed the parameters of this initiative based on guidance provided by the New York State Department of Health and have identified appropriate titles and employees who may be eligible for bonus payments for the vesting and reporting periods of October 1, 2022, through November 11, 2022.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance
Todd Zbytniewski, Nursing Home Administrator
Keith Brown, Interim Public Health Director

Date: February 10, 2023

RE: Authorization to Accept Funding from the NYS Health Care Worker Bonus Program

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to accept funding from the NYS Health Care Worker Bonus Program. New York State, in its FY 2023 State Budget, allocated \$1.3 Billion to the Medicaid program for the retention of employees in frontline health care and mental hygiene positions. This is one of several initiatives by NYS to increase the state's health care workforce by 20 percent over the next five years and to acknowledge the critical work performed by them during the COVID-19 Pandemic. Eligible health care workers are those who make less than \$125,000 annually and who worked a consecutive six-month period between October 1, 2021 through March 31, 2024. Qualified employees can earn up to \$3,000, depending on the number of hours worked and duration of service within designated vesting periods.

As indicated by Ms. Falotico, the Glendale and Public Health teams have reviewed the parameters of this initiative based on guidance provided by the New York State Department of Health and have identified appropriate titles and employees who may be eligible for bonus payments for the vesting and reporting periods of October 1, 2022 through November 11, 2022.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *JF*

DATE: February 6, 2023

SUBJECT: Budget Amendment – New York State Healthcare Worker Bonus
Schenectady County Public Health and Glendale Nursing Home

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accept funding from the New York State Department of Health associated with the Healthcare Worker Bonus Initiative for County employees who are in titles with public facing health care responsibilities and service delivery.

Specifically, Director of Public Health Keith Brown and Glendale Administrator Todd Zbytniewski and their respective staff have reviewed the parameters of the Bonus Initiative based on guidance provided by the New York State Department of Health and have identified appropriate titles and employees who may be eligible for bonus payments for the vesting and reporting periods of 10/1/2022 through 11/30/2022.

Increase Appropriation Code By:

A516020.132120	Glendale Nursing Home	Healthcare Worker Bonus	\$ 247,100
A514009.132120	Public Health Administration	Healthcare Worker Bonus	\$ 3,000
A514012.132120	Public Health Preventive Services	Healthcare Worker Bonus	\$ 31,400
A514013.132120	Public Health WIC	Healthcare Worker Bonus	\$ 1,500
A514045.132120	Children with Special Needs	Healthcare Worker Bonus	\$ 1,500
A514310.132120	Community Services Administration	Healthcare Worker Bonus	\$ 8,075
			<u>\$ 292,315</u>

Increase Revenue Code By:

A36020.348903	State Aid	Healthcare Worker Bonus	\$ 247,100
A34009.348903	State Aid	Healthcare Worker Bonus	\$ 3,000
A34012.348903	State Aid	Healthcare Worker Bonus	\$ 31,140
A34013.348903	State Aid	Healthcare Worker Bonus	\$ 1,500
A34045.348903	State Aid	Healthcare Worker Bonus	\$ 1,500
A34310.348903	State Aid	Healthcare Worker Bonus	\$ 8,075
			<u>\$ 292,315</u>

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.