Health & Social Services Committee Minutes
June 3, 2020 – 2:30 p.m.

Present: Chairman Dick Lucia; Committee Members Todd Kusnierz, Darren O'Connor, Sandra Winney, Tom Wood, Benny Zlotnick; Supervisors Tara Gaston, Alan Grattidge, John Lant, Dan Pemrick and Chairman of the Board Preston Allen; Chad Cooke, Matt Rose, County Administrator; Steve Dorsey, County Attorney; Sandi Cross, Office for the Aging; Tina Potter, Social Services; Cathi Duncan, Public Health.

Chairman Lucia called the meeting to order and welcomed all in attendance.

On a motion made by Mr. O'Connor, seconded by Mr. Kusnierz, the minutes of the May 6, 2020 meeting were approved unanimously.

A motion was made by Mr. O'Connor, seconded by Mr. Kusnierz, to authorize a 3-year agreement and 1-year extension option with Tech Valley Hospitality Shuttle, LLC in the amount of $36 per client per day round trip for transportation services to the Saratoga County Mental Health and Addiction Services Department or to Unlimited Potential, Inc. Unanimous.

Mr. Cooke said that this is an annual housekeeping item. The contract is for $36 per person per day round trip, or $18 one way trip. Mr. Cooke said that the cost is 100% covered by an grant through the State Office of Mental Health.

A motion was made by Mr. Wood, seconded by Mrs. Winney, authorize acceptance of a grant in the amount of $522,499 from the Families First Coronavirus Response Act & Coronavirus Aid Relief and Economic Security Act and amend the budget in relation thereto. Unanimous.

Ms. Cross said that the funds will be spent on the home delivered meals program.

Ms. Cross said that two large donations were received recently. One is from the Charles D. and Leola Ball Community Charity in the amount of $1,000. The other is from Shane D. Fennell Trust in the amount of $3,480. Ms. Cross said that the seniors were very appreciative that the meals did not stop and the Department was able to get anyone who wanted it, two meals daily.

A motion was made by Mr. Zlotnick, seconded by Mrs. Winney, to authorize a 1-year renewal agreement with Berkshire Farms in the amount of $100,608 for the provision of intensive family-based in-home case management services to at-risk youth. Unanimous.

Ms. Potter said that NYS legislation was enacted in October 2018 for raise the age. Juvenile justice reform was intended to keep youth out of adult correctional facilities and to help young people enter adulthood without the stigma of a criminal record. The County contracted with Berkshire Farms for the enhanced stepping stone program, which is an intensive home based diversion program. The goal of the program is to maintain youth safely at home, and in the community, and avert out of home placement, which is very costly. The family specialist works

with families, and is available 24/7 7 days a week. They usually work with the children from 90-120 days. For last year's program, as a result of this work, there were zero placements, no violations, and it has been very effective. This contract will run from 7/1/2020 to 6/30/2021. The funds are currently in the 2020 budget and Ms. Potter anticipates getting 100% funding from the Raise the Age plan, although it has not yet been approved due to the pandemic.

A motion was made by Mr. Wood, seconded by Mrs. Winney, to authorize the acceptance of a performance incentive award in the amount of $41,914 from the New York State Department of Health and amending the budget in relation thereto. Unanimous.

Ms. Duncan said that this was awarded because Public Health participated in two programs within the Department of Health's Bureau of Immunization, the Perinatal Hepatitis B Prevention Program and the Assessment Feedback Incentive and Exchange Program in 2019. Public Health scored 100%. The funding will be used to purchase items including a vaccine refrigerator, scanners, promotional items, television for the waiting room in the new building, printer and supplies, vaccine pins and shot blockers, performance software and a new website, replacement trailer for our emergency preparedness services and other miscellaneous department supplies.

A motion was made by Mr. O'Connor, seconded by Mr. Zlotnick, to accept additional State Aid from the Healthy Families New York grant in the amount of $70,493 and amending the budget in relation thereto. Unanimous.

Ms. Duncan said that two positions were already approved for the Healthy Families New York Program pursuant to resolution 72-2020. The additional funding will be used for the purchase of office equipment and supplies to outfit the work space for this program in the new Public Safety Facility Building, and to also pay for mandated training and travel expenses related to the training.

Ms. Duncan pulled item C under her agenda and will bring it up at the July meeting.

Ms. Duncan said that there are currently 498 Covid cases, 10 additional yesterday and 5 additional today. New case numbers are being updated every 3 hours. One person left the hospital this morning, leaving 5 hospitalized at this time. The person that left the hospital contracted Covid on March 24th, was intubated for 17 straight days and it took until today for her to recover completely. Ms. Duncan said that they are in the process of working through a brand new software rolled out by the State called Comm Care. The intent of the software is to make contact tracing easier and to be able to utilize people from home and also tap into all of the individuals that signed up for contact tracing training. Ms. Duncan said that there is a lot of specific criteria that has to be met, positive cases have to be contacted within 24 hours and all of the contacts related to that positive case must be contacted within 48 hours to get into quarantine. Ms. Duncan said that the software is a work in progress and the State of California, where the software originated from, does not operate the same way that we do. Some items are missing from the program and other adjustments need to be made. It is currently in a transition period. Ms. Duncan said that it is more helpful to Downstate than Upstate.

A motion was made by Mr. O'Connor, seconded by Mr. Wood, authorize the purchase of a COVID-19 testing machine not to exceed $55,100 subject to an MOU with Saratoga Hospital and a subsequent application to FEMA. Unanimous.

Ms. Duncan distributed a handout, which is attached to these minutes, regarding an in vitro diagnostic test for the detection of the Covid virus. This is authorized by the FDA as an emergency use authorization and is developed by a team from Cornell. This is a new machine that is currently being used by Tomkins County Health Department and their local hospital. It is for use in laboratory certified under the clinical laboratory improvement amendments of 1988, and Saratoga Hospital is qualified as an appropriate clinical laboratory. This assay test is ordered to detect Covid-19 in suspect patients by testing respiratory specimens, nasal, throat or lung aspirations. The assay has been designed to minimize the likelihood of false positive test results. A negative test means that SARS-CoV-2 RNA was not present in the specimen above the limit of detection, but it does not rule out that a person has Covid-19 and should not be used as the sole basis for treatment or patient management decisions.

Ms. Duncan said that the machine is a free standing workstation, and 22 samples can be tested at a time. Using this machine would mean that you would no longer need to go to an outside laboratory to get the tests processed and the turnaround time is quicker. Ms. Duncan said that she believes the cost could be 75% reimbursed under FEMA and that the remainder of the cost could be covered by the hospital. The cost is $25 per test which does not include the laboratory and personnel to acquire the specimens. Production of this new machine is underway and if the purchase is approved this month, they could receive the machine around July. Ms. Duncan said that if this is not done this month, receiving the machine could take a lot longer as orders are ramping up. Ms. Duncan said that they expect a surge to happen in the fall and feels that we need to be prepared. Currently nursing home personnel tests that need to be done twice a week are swamping the labs. Ms. Duncan said that as businesses open up, increased testing will also be required. Ms. Duncan said that she currently does not have data on the percentage of false negatives. Ms. Duncan said that the start-up cost would be $55,100. Mr. Kusnierz asked where else in NY this machine is being implemented. Ms. Duncan said that she can find out. Ms. Gaston thanked Ms. Duncan for looking into this option. Ms. Gaston said that a colleague in Tomkins County had suggested it to her. Ms. Gaston said that the Lab Directors at Saratoga Hospital and Malta Med. are interested in moving forward and would be willing to partner with the County on this. Ms. Gaston said that this can process up to 1,000 tests per day. Ms. Gaston said that she believes it would be a good thing for the County to move forward with, to support the residents and the businesses. Mr. Cooke said that the MOU with Saratoga Hospital would be necessary to sort out the financial details regarding the portion the Hospital would be covering and also covering testing protocol. An understanding that while Saratoga Hospital would be managing the testing effort, that Public Health would have authority to speak directly with them and get tests done as necessary, to support businesses and residents in addition to symptomatic patients that the Hospital is testing.

Mr. Kusnierz said that he is supporting the resolution and is hopeful that additional information will be received as it moves through the committee process so that the full Board will have an opportunity to act on it. Specifically; where else it is being used in NY, the accuracy rate on it, any issues that may have arisen through other localities utilizing the technology, and how many tests have been conducted since they have been manufacturing the machine. Ms. Winney agreed that additional information is needed and would like to know more about the purchase prior to the

County spending over $50K. Ms. Duncan said that she will go back to the vendor and get information on who is using the machine so that she can call the Directors for their opinions.

On a motion made by Mr. Zlotnick, seconded by Mrs. Winney, the meeting was adjourned unanimously.

Respectfully submitted,
Therese Connolly
Deputy Clerk of the Board

FACT SHEET FOR HEALTHCARE PROVIDERS

Rheonix COVID-19 MDx Assay – RHEONIX, INC. April 29, 2020

Coronavirus Disease 2019 (COVID-19)

This Fact Sheet informs you of the significant known and potential risks and benefits of the emergency use of the Rheonix COVID-19 MDx Assay.

The Rheonix COVID-19 MDx Assay is authorized for use on respiratory specimens collected from individuals suspected of COVID-19 by their healthcare provider.

All patients whose specimens are tested with this assay will receive the Fact Sheet for Patients: Rheonix COVID-19 MDx Assay.

What are the symptoms of COVID-19?
Many patients with confirmed COVID-19 have developed fever and/or symptoms of acute respiratory illness (e.g., cough, difficulty breathing). However, limited information is currently available to characterize the full spectrum of clinical illness associated with COVID-19. Based on what is known about the virus that causes COVID-19, signs and symptoms may appear any time from 2 to 14 days after exposure to the virus. Based on preliminary data, the median incubation period is approximately 5 days, but may range 2-14 days.

Public health officials have identified cases of COVID-19 infection throughout the world, including the United States, which may pose risks for public health. Please check the CDC webpage for the most up to date information.

What do I need to know about COVID-19 testing?
Current information on COVID-19 for healthcare providers is available at CDC's webpage, *Information for Healthcare Professionals* (see links provided in "Where can I go for updates and more information" section).

- The Rheonix COVID-19 MDx Assay can be used to test nasopharyngeal swabs, oropharyngeal (throat) swabs, anterior nasal swabs, mid-turbinate nasal swabs, nasal washes, nasal aspirates and bronchoalveolar lavage (BAL) fluid.
- The Rheonix COVID-19 MDx Assay should be ordered for the detection of COVID-19 from individuals suspected of COVID-19 by their healthcare provider.
- The Rheonix COVID-19 MDx Assay is only authorized for use in laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, to perform high complexity tests.

This test is to be performed only using respiratory specimens collected from individuals suspected of COVID-19 by their healthcare provider.

Specimens should be collected with appropriate infection control precautions. Current guidance for COVID-19 infection control precautions are available at the CDC's website (see links provided in "Where can I go for updates and more information" section).

Use appropriate personal protective equipment when collecting and handling specimens from individuals suspected of having COVID-19 as outlined in the CDC *Interim Laboratory Biosafety Guidelines for Handling and Processing Specimens Associated with Coronavirus Disease 2019 (COVID-19)*. For additional information, refer to CDC *Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens from Persons Under Investigation (PUIs) for Coronavirus Disease 2019 (COVID-19)* (see links provided in "Where can I go for updates and more information" section).

What does it mean if the specimen tests positive for the virus that causes COVID-19?
A positive test result for COVID-19 indicates that RNA from SARS-CoV-2 was detected, and the patient is infected with the virus and presumed to be contagious. Laboratory test results should always be considered in the context of clinical observations and epidemiological data in making a final diagnosis and patient management decisions. Patient management should follow current CDC guidelines.

The Rheonix COVID-19 MDx Assay has been designed to minimize the likelihood of false positive test results. However, in the event of a false positive result, risks to

patients could include the following: a recommendation for isolation of the patient, monitoring of household or other close contacts for symptoms, patient isolation that might limit contact with family or friends and may increase contact with other potentially COVID-19 patients, limits in the ability to work, the delayed diagnosis and treatment for the true infection causing the symptoms, unnecessary prescription of a treatment or therapy, or other unintended adverse effects.

All laboratories using this test must follow the standard testing and reporting guidelines according to their appropriate public health authorities.

What does it mean if the specimen tests negative for the virus that causes COVID-19?
A negative test result for this test means that SARS-CoV-2 RNA was not present in the specimen above the limit of detection. However, a negative result does not rule out COVID-19 and should not be used as the sole basis for treatment or patient management decisions. A negative result does not exclude the possibility of COVID-19.

When diagnostic testing is negative, the possibility of a false negative result should be considered in the context of a patient's recent exposures and the presence of clinical signs and symptoms consistent with COVID-19. The possibility of a false negative result should especially be considered if the patient's recent exposures or clinical presentation indicate that COVID-19 is likely, and diagnostic tests for other causes of illness (e.g., other respiratory illness) are negative. If COVID-19 is still suspected based on exposure history together with other clinical findings, re-testing should be considered by healthcare providers in consultation with public health authorities.

Risks to a patient of a false negative include: delayed or lack of supportive treatment, lack of monitoring of infected individuals and their household or other close contacts for symptoms resulting in increased risk of spread of COVID-19 within the community, or other unintended adverse events.

What is an EUA?
The United States (U.S.) FDA has made this test available under an emergency access mechanism called an Emergency Use Authorization (EUA). The EUA is supported by the Secretary of Health and Human Service's (HHS's) declaration that circumstances exist to justify the emergency use of in vitro diagnostics (IVDs) for the detection and/or diagnosis of the virus that causes COVID-19.

An IVD made available under an EUA has not undergone the same type of review as an FDA-approved or cleared IVD. FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, available alternatives, and based on the totality of scientific evidence available, it is reasonable to believe that this IVD may be effective.

The EUA for this test is in effect for the duration of the COVID-19 declaration justifying emergency use of IVDs, unless terminated or revoked (after which the test may no longer be used).

Rheonix

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Ithaca, NY 14850
(p) 607.257.1242
(f) 607.257.0979
ORDERS@Rheonix.com

Standard Terms & Conditions

1. Prices are US Dollars only FOB Ithaca, New York. Freight to destination is prepaid and added to initial invoice.
2. Prices do not include any Federal, State, or Local taxes.
3. All orders are subject to credit approval.
4. Total balance will be invoiced upon shipment per FOB terms.
5. All invoices to be settled within 30 days of invoice date.
6. There will be an order cancellation fee of 30% of total order if canceled before shipment. After shipment orders cannot be canceled.
7. Partial shipments are acceptable.
8. Past due balances shall be subject to a service charge of 1.5% per month (18% per annum), but no more than the amount permitted by law.
9. Terms and Conditions of sale of the Rheonix MDx® workstation, assay kits incidental consumable items and software license are included as part of this quotation.
10. For purposes of these Terms and Conditions of sale, the term "Contract" shall mean the agreement between you and Rheonix, Inc. (hereinafter "Rheonix") arising as a result of your submission of an order for the Rheonix MDx® workstation, assay kits and/or related incidental consumable items described on the face of this quote and your order (the "Products"). Any such Contract shall be deemed to incorporate and be governed by these Terms and Conditions. These Terms and Conditions shall take precedence over any Terms and Conditions which appear in your order or in any documents incorporated by reference in your order. No term or condition in addition to or different from the Terms and Conditions contained herein shall become part of any such contract unless explicitly referenced and agreed to in writing by a Rheonix authorized officer at Rheonix principal office in Ithaca, New York. Rheonix failure to object to any provision contained in any communication from you shall not be construed as a waiver of these Terms and Conditions nor as an acceptance of any such provision.
11. By submitting an order to Rheonix, you agree to be subject to these Terms and Conditions of sale in their entirety. No order, whether or not submitted in response to a quotation by Rheonix, will be binding upon Rheonix unless and until such order is accepted in writing by a Rheonix authorized officer at Rheonix principal office in Ithaca, New York.
12. The price of the Products is as shown on the face of our quote and invoice. Prices do not include any shipping costs. Prices do not include any federal, state or local taxes or other governmental charges, including, without limitation, import or export duties, sales, use or privilege taxes, or excise or similar taxes levied by any government, now or hereafter enacted, applicable to the Products, which taxes and charges may, in our discretion, be added to the price for any Products or may be billed separately and which taxes and charges shall, in any event, be paid by you on or before their due dates unless you provide Rheonix with a proper tax exemption certificate. In the event Rheonix is required at any time to pay any such tax or charge, you shall reimburse Rheonix therefore promptly on demand.
13. Rheonix will provide standard prepaid packing for all Products, unless, and at your sole expense, you specify other packaging.
14. Dates of all shipments are estimated and not guaranteed. Products will be shipped postage prepaid to you at your cost and may be so tendered in several lots. In the absence of specific instructions, Rheonix will select the carrier and ship freight prepaid, the cost of which will be added to Rheonix's invoice. Rheonix will obtain insurance for all shipments for your account under a standard all-risk policy at our expense unless you specify other coverage, in which case, such other coverage will be at your sole expense. Rheonix will not be deemed to assume any liability in connection with any shipment because of the selection of a carrier or Rheonix obtaining insurance. Risk of loss or damage to each of the Products will pass to you when delivery is made to the possession of the carrier.
15. Unless otherwise stated in the applicable quotation, terms of payment shall be net thirty (30) days from date of invoice. If you fail to pay the price or any other payment due to Rheonix, promptly and when due, Rheonix may recover, in addition to the price or payment, interest thereon at a rate equal to the lesser of 1-1/2% per month and the maximum lawful monthly interest rate. Terms of payment hereunder may be changed by Rheonix at any time. All payments by you shall be made in United States Dollars and shall be paid fully net, without set-off, deduction or counterclaim.
16. Rheonix reserves, and by receipt of each Product delivered to you, you hereby grant to Rheonix, a purchase money security interest in each of the Products as security for the due and punctual performance of all of your obligations under the Contract. This interest will be satisfied by payment in full unless otherwise provided for in any installment payment agreement. You agree to execute such documents to evidence and perfect such security interest as Rheonix may request from time to time. A copy of this invoice may be filed on our behalf with appropriate state authorities at any time after your signature is placed hereon as a financing statement in order to perfect our security interest. You hereby appoint each of Rheonix's officers as your duly authorized agent for the purpose of taking any and all such action, including, without limitation, execution of financing statements on Form UCC-1 and other documents, deemed necessary by Rheonix, in Rheonix's sole discretion, for the perfection and enforcement of the security interest granted hereby.
17. Rheonix shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond Rheonix's control, including, by way of illustration but not limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, or other act of God, shortage of labor, fuel, raw material or machinery or technical failure. If any such contingency occurs, Rheonix may allocate production and deliveries among our customers.
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(p) 607.257.1242
(f) 607.257.0979
ORDERS@Rheonix.com

Encompass MDx CoVID-19™ Quote

Quote #: 2020MAY28-PT#03
Expiration Date: 31JUL2020
Customer ID:
Payment Terms: Net 30

Issued To: Cathy Duncan
Saratoga County Public Health
518-885-2276, ext 2222

Part Number	Description	Quantity	Unit of Measure	Price
KCCOV19-192	Rheonix COVID-19 EUA Assay ($25/Test) Each case contains 8 test kits, each for 24 samples	1	CASE	$4,800
RNXMDX	Encompass MDx Workstation	1	EA	$50,000
M22287	Axygen• Clear 1000 µL, Filtered, Sterile Tips (required, but not included in kit)	1	CASE	$300

Axygen® Clear 1000 µL, Filtered, Sterile Tips (MFG P/N TTF-1000-C-HTR-S) are not included in the kit, but they are required for the assay. 1 case of tips will be sufficient for ~4 cases or 32 kits.

External Positive and Negative Controls are not included with the kit or workstation.

New York Statewide Financial System Vendor Identification Number is: 1100245473

Please scan and email Purchase Order to: orders@rheonix.com
With copies to ptrabold@rheonix.com

Thank you,

Rheonix, Inc.

Accepted by: _____

Printed Name: Peter Trabold

Date: 5/28/2020

Saratoga County Public Health

Accepted by: _____

Printed Name: _____

Date: _____

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