

# **Public Safety Committee**

# Wednesday, July 6, 2022 3PM

40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members:

Phil Barrett
Mark Hammond-VC
Jack Lawler
Scott Ostrander
Kevin Veitch
Mo Wright

- I. Welcome and Attendance
- II. Approval of the minutes of the June 8, 2022 meeting.
- III. Authorizing an agreement with NYS DCJS to accept a 2022-2023 District Attorney Salary Aid Program Grant Karen Heggen, District Attorney.
- IV. Carl Zeilman, Emergency Services
  - a. Authorizing a Radio Site Tower Rental Agreement with the FBI.
  - b. Authorizing a renewal agreement with Mission Critical Partners, LLC.
  - c. Authorizing a maintenance agreement with Central Square.

# V. Michael Zurlo, Sheriff

- a. Authorizing a contract with the Town of Ballston for the provision of specialized law enforcement services by the Sheriff and amending the 2022 compensation schedule to add two Deputy Sheriff-Patrol positions under Sheriff Department.
- b. Authorizing a cooperative agreement with the United States Department of the Navy for the lease of night vision goggles.
- c. Authorizing a contract with Prime Care Medical of NY, Inc., Professional Care Medical Practice P.C., and Professional Care Dental Services P.C. for the provision of medical and dental services at the Saratoga County Sheriff's Office Correctional Facility.
- d. Authorizing the acceptance of additional state aid from the New York State STOP-DWI Foundation, Inc. for DWI High Visibility Enforcement Campaign (HVEC) patrols and activities and amending the 2022 budget in relation thereto
- VI. Other Business
- VII. Adjournment



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT:** District Attorney

District Attorney

DATE: 06/16/2022

COMMITTEE: Public Safety

RE: District Attorney Salary Aid Program for State Fiscal Year

2022-2023

1. Is a Resolution Required:

# Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing the Chairman to enter into an Agreement with the New York State Division of Criminal Justice Services to Accept a 2022-2023 District Attorney Salary Aid Program Gran

3. Specific Details on what the resolution will authorize:

Resolution accepting the 2022-2023 District Attorney Salary Aid Program Grant from the Division of Criminal Justice Services.

This column must be completed prior to submission of the request.

County Attorney's Office Consulted

4.	Is a Budget Amendment needed: YES or NO If yes, budget lines and impact must be provided.  Any budget amendments must have equal and offsetting entries.					
		hments for impacted nen more than four li				
	Revenue					
	Account Number	Account 1	Name	Amount		
	E					
	Expense					
Account Number Account Name		Name	Amount			
	Source of Revenue				1	
	Fund Balance	State Aid	Federal Aid	Other		
5.	Identify Budget Impact:					
	No Budget Impact. Funds are included in the Department Budget					
		•		•		
				Attorney Salary	/	
	b. Budget year	ar impacted 2022				
	c. Details					

6.		rere Amendments to the Compensation Schedule?  Human Resources Consulted  YES or NO (If yes, provide details)
	a.	
		Effective date
		Salary and grade
	b.	Is a new employee being hired? Y N
		Effective date of employment
		Salary and grade
		Appointed position:
		Term
	c.	Is this a reclassification? Y N
		Is this position currently vacant? Y N
		Is this position in the current year compensation plan? Y N
7.	Does	this item require hiring a Vendors/Contractors: Y V N Purphasing Office Consulted
	a.	Were bids/proposals solicited: Y N Purchasing Office Consulted Purchasing Office Consulted N
	b.	Type of Solicitation
	c.	Is the vendor/contractor a sole source: Y N
	d.	If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A
	e.	Commencement date of contract term:
	f.	Termination of contract date:
	g.	Contract renewal and term:
	h.	Contact information:
	i.	Is the vendor/contractor an LLC, PLLC or partnership:
	j.	State of vendor/contractor organization:
	k.	Is this a renewal agreement: Y N
	1.	Vendor/Contractor comment/remarks:

8.	Is a gı	rant being accepted: YES or NO	County Administrator's Office Consulted				
	a.	Source of grant funding:					
		State					
	b.	Agency granting funds:					
		Division of Criminal Justice Services					
	c.	Amount of grant:					
		\$72,189					
	d.	Purpose grant will be used for:					
		To offset salary costs that Saratoga County has and will incur for the period	od of April 1, 2022 - March 31, 2023.				
	e.	Equipment and/or services being purchased with the grant:					
		None					
f. Time period grant covers:							
April 1, 2022 - March 31, 2023 g. Amount of county matching funds: None							
					h. Administrative fee to County:		
						None	
9.	Suppor	ting Documentation:					
	<b>/</b>	Marked-up previous resolution					
		No Markup, per consultation with County Attorney					
		Program information summary					
		Copy of proposal or estimate					
	<b>~</b>	Copy of grant award notification and information					
		Other					
10.	Rem	arks:					



KATHY HOCHUL Governor ROSSANA ROSADA Commissioner YVONNE TURNER Funding Director

# **Grant Award Notice**

Program Award:

2022-2023

**District Attorney Salary Aid Program** 

Budget: SFY 2022-2023

Date: June 6, 2022

Award Amount:

Please refer to the attached list for the amount your county has been awarded.

Term Dates: April 1, 2022 - March 31, 2023

The Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding under the District Attorney Salary Aid Program for State Fiscal Year (SFY) 2022-2023.

# **Additional Information:**

Your 2022-23 program award is consistent with the appropriation amounts enacted for this purpose in the state budget. This funding assistance is provided to help offset salary costs that your county has and will incur for the period of April 1, 2022 – March 31, 2023. To streamline processing and facilitate timely distribution of funds, DCJS Office of Financial Services has initiated payments directly to your county during the month(s) of May and June 2022.

If you have any questions regarding this award, please contact:

# **Nadia Rockwell**

DCJS Associate Budgeting Analyst
NYS Division of Criminal Justice Services, Finance Office
(518) 485-0091 or nadia.rockwell@dcjs.ny.gov

Attachment (1)

Cc: Nadia Rockwell, DCJS

# NYS Division of Criminal Justice Services District Attorney Salary Aid Program Awards by County 2022 - 2023

	County	Amount Awarded		County	Amount Awarded
1	ALBANY	\$78,514	32	NIAGARA	\$72,189
2	ALLEGANY	\$72,189	33	ONEIDA	\$72,189
3	BRONX	\$7,974	34	ONONDAGA	\$75,685
4	BROOME	\$72,189	35	ONTARIO	\$72,189
5	CATTARAUGUS	\$72,189	36	ORANGE	\$75,551
6	CAYUGA	\$73,937	37	ORLEANS	\$72,189
7	CHAUTAUQUA	\$72,189	38	OSWEGO	\$72,189
8	CHEMUNG	\$72,189	39	OTSEGO	\$72,189
9	CHENANGO	\$72,189	40	PUTNAM	\$77,934
10	CLINTON	\$73,612	41	QUEENS	\$7,974
11	COLUMBIA	\$72,189	42	RENSSELAER	\$72,189
12	CORTLAND	\$72,189	43	RICHMOND	\$7,974
13	DELAWARE	\$72,189	44	ROCKLAND	\$75,551
14	DUTCHESS	\$76,522	45	SAINT LAWRENCE	\$72,189
15	ERIE	\$77,682	46	SARATOGA	\$72,189
16	ESSEX	\$72,189	47	SCHENECTADY	\$72,189
17	FRANKLIN	\$72,189	48	SCHOHARIE	\$72,189
18	FULTON	\$72,189	49	SCHUYLER	\$72,189
19	GENESEE	\$72,189	50	SENECA	\$72,189
20	GREENE	\$72,189	51	STEUBEN	\$72,189
21	HAMILTON	<b>\$0</b>	52	SUFFOLK	\$79,981
22	HERKIMER	\$72,189	53	SULLIVAN	\$76,176
23	<b>JEFFERSON</b>	\$72,189	54	TIOGA	\$72,189
24	KINGS	\$7,974	55	TOMPKINS	\$73,471
25	LEWIS	\$72,189	56	ULSTER	\$79,181
26	LIVINGSTON	\$72,189	57	WARREN	\$72,189
27	MADISON	\$72,189	58	WASHINGTON	\$72,189
28	MANHATTAN	\$7,974	59	WAYNE	\$72,189
29	MONROE	\$78,203	60	WESTCHESTER	\$79,981
30	MONTGOMERY	\$72,189	61	WYOMING	\$72,189
31	NASSAU	\$76,793	62	YATES	\$72,189



# SARATOGA COUNTY BOARD OF SUPERVISORS

# **RESOLUTION 281 - 2021**

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO ACCEPT A 2021-2022 DISTRICT ATTORNEY SALARY AID PROGRAM GRANT 2022-2023

**WHEREAS**, a grant in the amount of \$72,189 is available from the New York State Division of Criminal Justice Services for the purpose of offsetting salary costs for the District Attorney; and

WHEREAS, the acceptance of this 2021-2022 District Attorney Salary Aid Program Grant requires our approval; now, therefore, be it

**RESOLVED**, that the Chair of the Board and/or the County Administrator and/or the District Attorney is hereby authorized to execute all documents with the New York State

Division of Criminal Justice Services necessary to apply for and accept a 2021-2022 District Attorney Salary Aid Program grant in the amount of \$72,189 for the grant period April 1, 2021 through March 31, 2022; and it is further

**RESOLVED**, that the form and content of such documents are subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: None. 100% State Aid.



# SARATOGA COUNTY

# AGENDA ITEM REOUEST FORM

**TO:** Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT:** Office of Emergency Management

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DATE: 6/28/2022

**COMMITTEE:** Public Safety



RE: Stillwater Radio Site Rental Agreement with the Federal Bureau

of Investigation "FBI"

1. Is a Resolution Required:

Yes, Other

**-**

2. Proposed Resolution Title:

Authorizing the chair to execute a tower rental agreement with the FBI

3. Specific Details on what the resolution will authorize:

Authorize the chair to execute a radio site rental agreement in the amount of \$250 per month with the Federal Bureau of Investigation for the placement of communications and related equipment on the county's radio communications tower in the town of Stillwater. Effective August 1, 2022 through September 30, 2032.

This column must be completed prior to submission of the request.

County Attorney's Office Consulted

4.	If yes, b	oudget lines	ment needed: Y and impact must be pa ments must have equa	rovided.	Consulted	dministrator's Office
			chments for impacted hen more than four lin			
	Revenue	<b>:</b>				
	Account	t Number	Account N	lame	Amount	
	A.36.3	A.36.3325 Base Station Lease		ation Lease	\$1,250	
	Expense	;				
Account Num		t Number	mber Account Name		Amount	
	Source of	of Revenue				
	Fund B		State Aid	Federal Aid	Other	
5.	Identi	fy Budget Ir	npact:			
	Othe	er				V
	a.	G/L line in	npacted A.36.332	5		_
	b.	Budget ye	ar impacted 2022			
	c.	Details Unanticin	ated revenue resulti	ng in an increase	in fund halance	

6.		rere Amendments to the Compensation Schedule?  YES or NO (If yes, provide details)	Human Resources Consulted
	a.	Is a new position being created? Y N	
		Effective date	
		Salary and grade	
	b.	Is a new employee being hired? Y V	
		Effective date of employment	
		Salary and grade	
		Appointed position:	
		Term	
	c.	Is this a reclassification? Y V	
		Is this position currently vacant? Y N	
		Is this position in the current year compensation plan?	✓ N
			<u> </u>
7.	Does	this item require hiring a Vendors/Contractors: Y N	Purchasing Office Consulted
	a.	Were bids/proposals solicited: Y N	
	b.	Type of Solicitation	
	c.	Is the vendor/contractor a sole source: Y V	
	d.	If a sole source, appropriate documentation has been submitted Purchasing Department? Y N/A N/A	ed and approved by
	e.	Commencement date of contract term: 8/1/2022	
	f.	Termination of contract date: 9/30/2032	
	g.	Contract renewal and term: 10 Year term	
	h.	Contact information: Jennifer Turner, FBI, ERF Building 2 Quantico, VA 22135	27958-A, REU-POD 8,
	i.	Is the vendor/contractor an LLC, PLLC or partnership:	
	j.	State of vendor/contractor organization:	
	k.	Is this a renewal agreement: Y N	
	1.	Vendor/Contractor comment/remarks:	

8.	Is a gra	ant being accepted: YES or NO	County Administrator's Office Consulted
	a.	Source of grant funding:	
	b.	Agency granting funds:	
	c.	Amount of grant:	
	d.	Purpose grant will be used for:	
	e.	Equipment and/or services being purchased with the grant:	
	f.	Time period grant covers:	
	g.	Amount of county matching funds:	
	h.	Administrative fee to County:	
9.	Support	ing Documentation:	
	<b>/</b>	Marked-up previous resolution	
		No Markup, per consultation with County Attorney	
		Program information summary	
		Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	
10.	Rema	arks:	

# BASIC ORDERING AGREEMENT

	ETWEEN
	AND THE
FEDERAL BURE	EAU OF INVESTIGATION
This Basic Ordering Agreement (BOA) effective hereinafter referred to as "Licensor" and the Federal Bureau of	, is between
This BOA is entered into to provide services in accordance w	rith the following:
Terms and Conditions described in Attachment 1; The fees as described in Attachment 2; The itemized pricing as described in the Antenna Site Equipment	nent Itemization (ASEI).
All attachments are made a part herein.	
Article I – Scope of Work	
The maximum term of this BOA is ten years from effective d	late through September 30,
The Licensor agrees to furnish services described herein as L Licensor's obligation to the Licensee shall become effective	icensee may order during the effective dates of the Agreement. The upon the issuance date of the order.
Article II – Delivery of Services	
The services specified in Attachment 1 shall be completed at	(site name), located at (Premises).
Article III – Payment/Fixed Prices	
The Licensee shall be entitled to purchase services listed in A	Attachment 1, at the fees described in Attachment 2.
Article IV – Administrative Matters	
Licensor POC	Licensee Contract Administration POC
Name:Address:	Name:Address:
Phone: ( )	Phone: ( )
Licensee Local Point of Contact Telecommunications Manager: Address:	
Phone: ( )	

Revised 10-29-18
Standard BOA

FBI Division:	
Site Name:	
Licensor Site No.:	
Licensee Site No.:	
Agreement Exp. Date:	

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This BOA and attachments contain the entire agreement between the parties regarding the tower and the property for the Licensee's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

<u>LICENSOR</u> :	<u>LICENSEE</u> :
	U.S.DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION
BY:	BY:
DATE:	DATE:

Revised 10-29-18
Standard BOA

FBI Division:	
Site Name:	
Licensor Site No.:	
Licensee Site No.:	
Agreement Exp. Date:	

# ATTACHMENT 1 TERMS AND CONDITIONS

#### 1.AGREEMENT

Licensor hereby gives permission, revocable and terminable as hereinafter provided, to Licensee to enter the Premises for the purpose of using it for the improvements to its communications system equipment and operations (hereinafter referred to as the "Improvements"). Said Improvements shall be located so as to not interfere with any of the Licensee's operations.

# 2.<u>USE OF PREMISES</u>

Licensee shall be permitted to use the Premises for the operation of communications equipment and related purposes. Licensee shall not be permitted to use the Premises for any other purpose except by prior written permission of Licensor.

For rooftop installations, Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the roof of the building on the Property or to replace all or part of the roof of the building on the Property. If Licensor elects to make roof repairs, Licensee will, upon Licensor's request, and at Licensor's cost, temporarily remove or relocate Licensee's rooftop Improvements so that the roof repairs may be completed.

Licensor shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation used by other site users) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed in a manner approved by Licensee at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this agreement.

#### 3.TERM

The initial term of this Agreement shall run from	ch option period shall run from October 1 until September 30 so
Licensor or Licensee may terminate this Agreement, without cause on notice to the other party of its termination.	r penalty, at any time by providing three (3) months' written
☐ Licensee <b>is</b> required to remove all antennas and feed line upon term ☐ Licensee <b>is not</b> required to remove all antennas and feed line upon	e e e e e e e e e e e e e e e e e e e
4.ACCESS	

Licensor shall provide Licensee access to the Premises at all times for the uses authorized herein.

# **5.**MAINTENANCE

Licensor, at Licensor's sole cost and expense, shall maintain the Premises (excluding Licensee's Improvements) and the access to the Premises in good order and repair. Licensor, will, at Licensor's sole expense, provide for interior maintenance and repairs, as applicable, of the Property in accordance with generally accepted good practices. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at the Licensee's sole cost and expense. The costs of any maintenance and operations of the Licensee's Improvements, unless otherwise provided herein, shall be at the sole expense of Licensee.

# **6.LIABILITY FOR INJURIES**

Pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28 U.S.C., Sections 1346(b), 2671-2680), Licensee has financial responsibility for claims for personal or property damage, including death, arising out of the acts, omissions, or negligence of the Licensee, or its employees acting within the scope of their employment in relation to this Agreement. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable law. Additionally, in the event an FBI employee conducting official business related to its activities under this Agreement is injured, the

Revised 10-29-18	FBI Division:
Standard BOA	Site Name:
	Licensor Site No.:
	Licensee Site No.:
	Agreement Exp. Date:

FBI agrees to process and forward claims for employee workers compensation to the United States Department of Labor (USDOL) pursuant to the Federal Employees Compensation Act (Title 5, U.S.C., Section 8108, et. Seq.) and pertinent regulations promulgated by the USDOL. The parties will cooperate to ensure that all claims subject to these authorities are promptly addressed and resolved. Except as otherwise provided in this BOA, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive or exemplary damages.

# 7.INSURANCE

Licensee, as an agency of the United States Government, is self-insured and shall not be required to obtain insurance under this agreement

#### 8.INTERFERENCE

In the event the Licensor determines that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within forty-eight (48) hours of receiving written notice.

#### 9.PERMIT

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

# 10. COMPLIANCE

Should Licensee fail or neglect to comply with any terms or conditions of this BOA or to comply with any reasonable requirement of Licensor after thirty (30) days' written notice and demand from Licensor, this BOA shall be subject to termination by Licensor. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Premises and surrender all rights and privileges under this Agreement.

# 11.POSTING OF FREQUENCIES

All Federal Government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act, Title 5, USC, Section 552 (b) (2), (b) (4), and (b) (7). Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications Licensor upon request.

# 12. ASSIGNMENT

Licensor shall not assign this Agreement, or sublease all or any part of its rights and obligations hereunder, without the prior written notice to Licensee. The written notice shall include documents describing the proposed transaction, e.g. purchase/sale agreement or memorandum of understanding. The new Licensor shall assume all of Licensor's obligations under this Agreement and must fully perform all obligations that may exist under this Agreement following the date of such assignment and assumption. The transferring Licensor shall waive all rights under this BOA arising against the Licensee subsequent to the date of such assignment. Nothing in this Agreement shall relieve the parties from compliance with any federal law.

# 13. <u>DISPUTES</u>

Disputes under this Basic Ordering Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.

# 14. PAYMENTS

In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made by electronic funds transfer (EFT).

Revised 10-29-18 Standard BOA

FBI Division:	
Site Name:	
Licensor Site No.:	
Licensee Site No.:	
Agreement Exp. Date:	

# **ATTACHMENT 2**

Licensee shall pay an all inclusive fee of \$ per month to the Licensor for the use of the Premises upon the execution of the Agreement by both parties. <b>The fee shall include the cost of electricity for the Licensee's Improvements</b> . Payments shall be made payable monthly in arrears and shall commence on the date of installation of equipment or upon another agreed to date. Licensee shall be liable for late payments in accordance with the terms and provisions of the FAR 52.232-25 Prompt Payment, (late payment interest penalties are computed in accordance with the Office of Management and Budget prompt payment regulations at Title 5 CFR 1315). Payment will be made by Electronic Funds Transfer Other Than Central Contractor Registration in accordance with FAR Clause 52.232-34.
Licensee shall pay rental fees as defined in the itemization schedule included in this agreement. Rent shall be owed per antenna and per floor space as specified therein. Licensee may remove, without penalty, one or more itemized antennas or floor spaces during the term of this Agreement. Licensee shall provide Licensor at least ninety (90) days' notice prior to removal of these items. The monthly recurring rent will be reduced accordingly. Licensee may request additional antenna space. Licensor may accommodate such requests with an itemization for each new antenna. Requests for additional floor spaces, if accommodated, will increase the total floor space monthly recurring rent based on the initial floor space itemization.
For convenience, the total of all itemized antennas and floor spaces are identified cumulatively above. This monthly recurring cost is contingent upon the number of antennas and floor spaces remaining in use during any option period.
Rental begins on (month/year).
Renewal of this Agreement for each successive year shall be on the same terms and conditions.
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the Licensor enters into SAM.gov is not accessible to anyone other than the Licensor. It is necessary for the Licensor to ensure that the FBI has the DUNS number which has the current banking account information which the Licensor desires the FBI to direct payments to. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is accurate.
Tax Identification Number:

Site Owner/Manager DUNS Number (mandatory):



# SARATOGA COUNTY BOARD OF SUPERVISORS

# **RESOLUTION 96 - 2020**

Introduced by Supervisors Peck, Lant, Lawler, O'Connor, Raymond, Veitch and Wright

RentAL AUTHORIZING THE CHAIR TOÆXECUTE A TOWER LICENSE ARGREEMENT WITH THE S<del>ARATOGA SÉRINGS CITY SCHOOL DISTRICT</del> FOR THE PLACEMENT OF A COMMUNICATIONS ANTENNA AND RELATED EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER ON MT. MCGREGOR ShiHK IN STILL VATE

WHEREAS, the County's Emergency Radio System includes a radio communications tower on lands owned by the State of New York located at 65 McGregor Wilton-Road, in the Town of Moreau, which lands are identified on the Saratoga County Tax Maps as Tax Parcel STULWATER she HUL

#88.-1-8; and

WHEREAS, the Saratoga Springs City School District is interested in licensing space on the County's Mt. McGregor Communications Tower and at the Tower's site for the placement, operation and maintenance of a communications antenna, generator and related communications equipment to improve radio communications to the School District's school buses; and

, MAWAGAMST WHEREAS, our Public Safety Committee and the Commissioner of the County's Office of Emergency Services have recommended that the County enter into a license agreement with the Saratoga Springs City School District for the placement of a communications antenna, generator and related communications equipment on the County's Communications Tower and at the Tower's site on Mt. McGregor for a term of five (5) years commencing on the date of execution of said license agreement, subject to renewal for up to four (4) additional terms of five (5) years each, at a rental cost to the School District of \$1,800 per year during the initial five (\$1) year term, subject to a five per cent (5%) increase for each renewal term of five (5) years over the annual rental amount for each year of the preceding five (5) year term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute a Tower License Agreement with the Saratoga Springs City School District, of Saratoga Springs, New York, granting a license to the Saratoga Springs City School District authorizing the placement, operation and maintenance of communications antenna, generator, and related communications equipment on the County's Communications Fower on Mt. McGregor in the Town of Moreau, for a term of five (5) years commencing on the date of execution of said Tower License Agreement, subject to renewal for up to four (4) additional terms of five (5) years each, at a rental cost to the School District of \$1,800 per year during the initial five (5) year term, subject to a five per cent (5%) increase for each renewal term of five (5) years over the annual rental amount for each year of the preceding five (5) year term; and, be it further Centra

RESOLVED, that the form and content of such Tower License Agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

-01



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT:** Office of Emergency Management

DATE: 6/27/2022

**RE:** Renewal agreement with Mission Critical Partners for on-site maintenance and monitoring of the Capital District Computer

Aided Dispatch, E9-1-1 and Records Management System.

1. Is a Resolution Required:

**COMMITTEE:** Public Safety

Yes, Contract Renewal

2. Proposed Resolution Title:

Authorize a renewal agreement with Mission Critical Partners

3. Specific Details on what the resolution will authorize:

Renewal agreement with Mission Critical Partners for maintenance of the Capital District Computer Aided Dispatch, E-9-1-1 and Records Management System for a term of one-year at a cost of \$65,096.

This column must be completed prior to submission of the request.

-

County Attorney's Office Consulted

and impact must be pro	ovided.	County Administrator' Consulted   S.	s Offi
Account Na	ime	Amount	
State Aid	Federal Aid	Other	
	and impact must be proments must have equal a chments for impacted bethen more than four line.  Account Na	Account Name  Account Name	and impact must be provided.  ments must have equal and offsetting entries.  chments for impacted budget lines.  then more than four lines are impacted.)  Account Name  Amount

6.	Are th	ere Amendments to the Compensation Schedule?  Human Resources Consulted	
		YES or NO (If yes, provide details)	
	a.	Is a new position being created? Y V N	
		Effective date	
		Salary and grade	
	b.	Is a new employee being hired? Y N	
		Effective date of employment	
		Salary and grade	
		Appointed position:	
		Term	
	c.	Is this a reclassification? V N	
		Is this position currently vacant? Y V N	
		Is this position in the current year compensation plan? Y VN	
7.	Does	this item require hiring a Vendors/Contractors: Y N Purchasing Office Consulted V	
	a.	Were bids/proposals solicited: Y V N	
	b.	Type of Solicitation Sole Source	
	c.	Is the vendor/contractor a sole source: V Y N	
	d.	If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N/A	
	e.	Commencement date of contract term: 7/1/2022	
	f.	Termination of contract date: 6/30/2023	
	g.	Contract renewal and term: One Year Term (\$65,096)	
	h.	Contact information: Pat Cronin Mission Critical Partners 690 Grays Woods Blvd Port Matilda, PA 16870	
	i.	Is the vendor/contractor an LLC, PLLC or partnership: LLC	
	j.	State of vendor/contractor organization: PA	
	k.	Is this a renewal agreement: V Y N	
	1.	Vendor/Contractor comment/remarks:	
		Mission Critical was utilized by CAD vendor as part of the tri-county shared CAD, Mobile E911 system. All three counties required to utilize same vendor.	

8.	Is a gr	rant being accepted: YES or NO	County Administrator's Office Consulted
	a.	Source of grant funding:	
	b.	Agency granting funds:	
	c.	Amount of grant:	
	d.	Purpose grant will be used for:	
	e.	Equipment and/or services being purchased with the grant:	
	f.	Time period grant covers:	
	g.	Amount of county matching funds:	
	h.	Administrative fee to County:	
9.	Suppor	ting Documentation:	
	<b>✓</b>	Marked-up previous resolution	
		No Markup, per consultation with County Attorney	
		Program information summary	
	<b>'</b>	Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	
10.	Rem	arks:	

Γ



**Proposal** 

# Mission-Critical NetPulse<sup>SM</sup> Advanced Support Services Renewal

March 31, 2022

Saratoga County, New York
Office of Emergency Services



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# **Introduction Letter**

March 31, 2022

Carl Zeilman, M.P.A Commissioner of Emergency Services Saratoga County Office of Emergency Services 6012 County Farm Road Ballston Spa, NY 12020

Re: Mission-Critical NetPulse<sup>SM</sup> Advanced Monitoring and CAD On-Site Support Renewal

Dear Mr. Zeilman:

Mission Critical Partners, LLC (MCP) is pleased to provide the Saratoga County, New York (County) Office of Emergency Services a letter proposal for the continuation of monitoring, technical support services, on-site computer-aided dispatch (CAD), and records management system (RMS) network support for the period ending June 30, 2022. This 12-month agreement will renew effective July 1, 2022. This letter proposal provides the County with its portion of the Capital District of New York CAD system support. This agreement is dependent on Albany County, Rensselaer County, and Saratoga County, all participating in the renewal agreement.

This comprehensive umbrella NetPulse Advanced monitoring program includes:

- <u>Proactive System and CAD Network Monitoring:</u> Dynamic monitoring to detect and resolve issues before they cause failures, including the detection of performance issues
- Help Desk: 24 hours a day, seven days a week (24 x 7) for critical matters
- Shared On-site Support Services with all three NY Capital District Counties: 8 a.m. to 5 p.m. Monday through Friday, excluding holidays.
- Special Services: Special projects and support requirements are possible and will be reviewed and quoted with the County's input. Pricing and a detailed scope of work (SOW) will be provided to Saratoga County where appropriate on a case-by-case basis.

Several factors make MCP well-qualified to ensure the success of the Saratoga County and overall Capital District CAD system and on-site support services, such as:

- <u>Dedication to Public Safety:</u> We specialize in support services for high-availability, high-performance and high-reliability mission-critical systems, such as 911 systems.
- Holistic Monitoring: Ability to monitor your entire CAD network holistically, including your CAD/RMS routers, servers, and other infrastructure.
- <u>Track Record:</u> Our clients will attest that our services are invaluable and that we are extremely reliable and responsive to their needs.
- Security: We understand security needs, including those related to Criminal Justice Information Services (CJIS) policies.



Your Regional Service Manager for this program will be Pat Cronin. His contact information is:

Pat Cronin, Regional Service Manager Cell: 814.404.6933 Mission Critical Partners, LLC Office: 814.470.8896

690 Grays Woods Blvd. Email: PatCronin@MissionCriticalPartners.com

Port Matilda, PA 16870

Phil Sisk will serve as the point of contact for this proposal response. If you have any questions or require additional information, Phil may be contacted at 401.443.6025 (cell) or via email at <a href="mailto:PhillipSisk@MissionCriticalPartners.com">PhillipSisk@MissionCriticalPartners.com</a>.

I am the authorized representative signing and submitting this proposal. On behalf of our entire team, we stand behind Saratoga County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

David S. Jones, President

Lifecycle Management Services Division



# **Your Mission Matters**

# At MCP, Our Mission Is Simple: To Improve Emergency Response and Justice Outcomes

We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform the mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

# By the Numbers



Since 2009, MCP has supported 2,200+ projects for 750+ public-sector and critical communications agencies



We serve clients in 48 states and 95% of the nation's largest metropolitan areas



Our staff consists of 150+ subject-matter experts, each with an average of 25 years of experience, dedicated to supporting our clients and their missions



We create significant project cost savings for our clients—often 15%, sometimes more



More than 90% of our clients remain with us from project to project



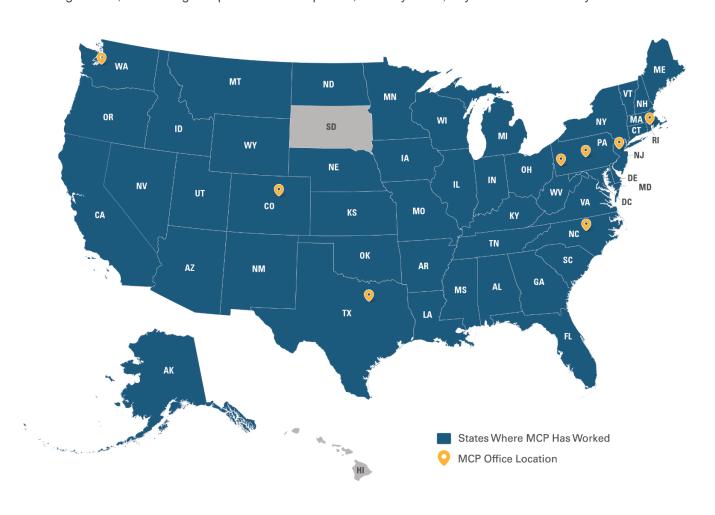
BECAUSE THE MISSION MATTERS



# **Nationwide Expertise, Local Insight**

# Turning Client Goals into Reality

With satellite offices, subject-matter experts, and project managers located across the country, MCP can deliver the right team, with the right experience and expertise, to every client, anywhere in the country.



# **Corporate Headquarters**

690 Gray's Woods Blvd. Port Matilda, PA 16870 Phone: 888-862-7911

# Mission Critical Partners Branch Offices

Raleigh, North Carolina

Southlake, Texas

Denver, Colorado

Seattle, Washington

Cranberry Township, Pennsylvania

Providence, Rhode Island

Summit, New Jersey

# We're Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

Board of Directors

R. Kevin Murray

Robert Chefitz

E. Perot Bissell

Bernard Bailey

Nola Joyce



# Statement of Services

# **Scope of Work**

# Mission-Critical NetPulse Advanced Monitoring Services

The NetPulse Advanced program includes a comprehensive set of services:

- Establish a secure connection between the agency system and MCP's NOC
- Maintain user guide including contact information and help desk instructions
- Provide a help desk to answer your questions, provide advice, and solve problems
- Dynamically collect status information
- Set thresholds for alerts
- Monitor the status of systems and networks (see below for details)
- Respond to tickets when something needs attention
- Assist with the CAD and RMS operating system and application updates
- Analyze and report on conditions provide monthly reports on routine matters and immediate reports on critical conditions and provide a dashboard view to activity, tickets, resolution, etc.
- Provide recommendations to keep systems and networks functioning properly
- Serve as an advocate for the agency when dealing with multiple support providers

# Systems and Network Monitoring

NetPulse Advanced monitoring utilizes a server to collect and transmit data to the MCP NOC. The following are representative of the conditions monitored:

# Server Monitoring

- Virtual environments
- Processor and memory utilization
- Disk utilization
- Services
- Print queues
- Error reports
- Event logs
- Time sync
- Backup logs
- Logs for high availability disk arrays

# Network Monitoring

- Device status (up/down)
- Average response time (ping) to device
- Packet loss to device
- Processor utilization



- Memory utilization
- Port utilization

# Application Monitoring

- CAD/RMS process status
- CAD/RMS service status
- Log files

In summary, MCP monitors the environment and engages as soon as a detected issue requires attention.

# Problem Resolution for CAD/RMS

As issues are identified, MCP's services team follows a triage model, working along with your staff, to isolate the matter into one or more of the following categories:

- Application
- Hardware
- Server
- Storage
- Database
- Virtualization
- Network
- Remote systems and interfaces

Once the issue is assessed, MCP will resolve the issue or engage your staff and the other parties involved. We will monitor the status until the matter has been resolved.

# Communications and Reporting

Critical issues and conditions are communicated to the agency immediately. The other monitoring results are reported monthly, at a minimum. The monthly reports include:

- All issues detected
- Corrective actions taken
- Summary of tickets created
- Review of system performance and utilization
- Link to a customized dashboard
- Required site actions

In addition to these communications, MCP assists in organizing monthly status calls that are attended by a wide range of stakeholders, including representatives of management, the primary users within the agency, the applications provider, IT support personnel, and others.



# Help Desk

NetPulse Advanced monitoring includes a comprehensive telephone support desk that is available for reporting issues, requesting services, solving routine matters, and answering questions during normal working hours, Monday – Friday 8 a.m. – 5 p.m. Eastern Time, excluding holidays. The help desk and support are available 24x7x365 for critical matters.

# Agency Support and Facilities

The following are needed for MCP to monitor and perform troubleshooting triage of the systems and network:

- Remote access to the site using a virtual private network (VPN) or other secure access facilities
- A server to support monitoring can be a virtual machine
- Ability to send email alerts and reports from the monitoring system to MCP
- Agency contact to assist in coordinating support services
- On-site assistance during triage and other problem-solving activities

# Premium On-Site Service

Mission Critical Partners recognizes that the associated network administrator responsibilities can be aided and supported with a dedicated on-site technical support resource to support and administer the CAD and RMS server hardware. The technical on-site network support services and SOW include:

- Support, configure, and maintain the Capital District's networks and networking hardware, (see Appendix A for the full list of supported hardware)
- Identify and aid in the deployment of updates as needed
- Support and administer CAD/RMS routing device configurations
- Aid in ensuring CAD/RMS network security and connectivity
- Monitor CAD/RMS network performance and monitor for fault and incidents
- Facilitate access controls for CAD/RMS routing hardware
- Resolve problems reported by end-users on the CAD/RMS supported hardware.
- Aid in defining CAD/RMS network policies and procedures
- Specify CAD/RMS network system requirements and design solutions
- Support research and make recommendations regarding CAD/RMS network architecture



# **Project Team**

MCP recognizes that as an independent solutions provider, our corporate capabilities depend directly on the capabilities and experience of our staff. MCP has assembled one of the most experienced and knowledgeable teams in the country. A multifaceted project such as this requires different areas of expertise and knowledge—typically more than any one or two individuals can bring—because different areas of expertise often are required at different stages of the project.

# Phil Sisk, ENP, Business Development Manager

Client Manager

With Phil's experience working in the vendor community, he brings a range of skills combined with a leadership style that focuses on collaboration and communication. He has been engaged in over 200 CAD, RMS and Mobile implementations in 20 different states. His experience includes managing over 100 data conversion projects for CAD and RMS and overseeing the development of numerous interfaces for CAD and RMS to state level systems. He has been involved in data sharing projects that allowed over 350 agencies to share RMS data with other agencies in their state. As a business development manager and client services manager at MCP he remains committed to ensuring client expectations are exceeded.

# Pat Cronin, Regional Service Manager

Service Program Manager

Pat brings more than 24 years of experience in the public safety community. His experience involves CAD implementation, consolidation, IT network infrastructure and voice over internet protocol (VoIP) support. Pat has served as a Senior IT Project Manager for the implementation of a technology infrastructure upgrade for an eight-county CAD installation and migration. He has also served as a Senior Technology Specialist and a Technology Advisor supporting network infrastructure and service tickets.

# Mike Beagles, Platform and Service Product Manager

Technical Lead, Network Infrastructure Update

Mike Beagles, Senior Technology Specialist, has been working in the IT field for more than 15 years with 10 years specifically supporting public safety environments. During that time Mike has designed and implemented a long list of technologies that support the public safety mission. He was the chief architect and implementer of EmergiTech's InterCAD system delivered over the network as a service to 911 agencies around the country. As an IT manager, he served as a technical lead on CAD, records management system (RMS), 911 and mobile projects. Mike has expertise in networking and network design, security and accessibility, server design, and application delivery. Mike attended Houston Community College, C-TREC Technical School Cisco Certified Network Associate (CCNA) Bootcamp, and holds certifications with Microsoft Server, and Comp Telecommunications Industry Association (TIA).

#### **Kevin Bresnahan**

Client Services Manager

Kevin is a results-oriented leader with experience in, engineering, operations, global technical support, implementations, project management and product support teams for a variety of organizations. He has demonstrated leadership, business analysis, and consulting to deliver strategic product and technology solutions. Kevin possesses a diverse background in managing a complex organization with strategically critical responsibilities spread over numerous projects. He has successfully launched new software and hardware products from concept to delivery. Kevin is an expert presenter, negotiator, and business person and has built solid relationships with strategic partners and consensus across multiple organizational levels.



# David S. Jones, President, Lifecycle Management Services Division

Service and Quality Assurance

David S. Jones will provide the customer advocacy and quality assurance (QA) overview and review of all deliverables and provide additional project management support to the project and client managers as needed. David's background includes more than 30 years of operations management, services management, strategic and tactical planning, vendor management and contract management within the public safety sector for a large technology company and a couple of smaller companies. David directly managed more than 1600 people and 900 contract partners and completed on-time projects with an average annual value greater than \$500 million per year during his prior tenure with the large technology company. He also owned more than \$250 million in contracts for technology maintenance, support and management. David earned his Bachelor of Science degree in engineering and a Master of Business Administration (MBA) degree in Systems Management.



# **Project Pricing and Signature Page**

# Mission-Critical NetPulse<sup>SM</sup> Advanced with Premium On-Site Service

Saratoga County agrees to renew the network monitoring with CAD On-Site services as described in the above scope of work for the period of July 1, 2022, through June 30, 2023, for a **total fee of \$65,096**, including expenses. MCP will invoice Saratoga County in advanced for twelve (12) months of coverage, in the amount of \$65,096. The payment terms for services are net 30 days from the date of invoice. Saratoga County does have an option to be invoiced on a monthly basis.

# Assumptions

- The costs presented in this proposal will remain valid until June 30, 2023.
- Mission Critical Partners is pleased to offer this proposal under PBITS (Project Based Information Technology Consulting Services). The contract number for this New York contract vehicle is PB034AA.
- Mission Critical Partners is prepared to move ahead with the scope of work upon notification to proceed by receipt of a purchase order or your signature below.
- Saratoga County reserves the right to add additional services that would be performed based on the then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Saratoga County. To the extent that MCP can provide support for cyberattack restoration, a separate time and materials agreement will be required at the time of the request for support.

# Agreed to and Accepted

Saratoga County, New York Office of Emergency Services			Mission Critical Partners, LLC		
				and S. Jan	
Name:	Carl Zeilman		Name	David S. Jones	
Title:	Director			President of Lifecycle Management Services Division	
Date:			Date:	March 31, 2022	

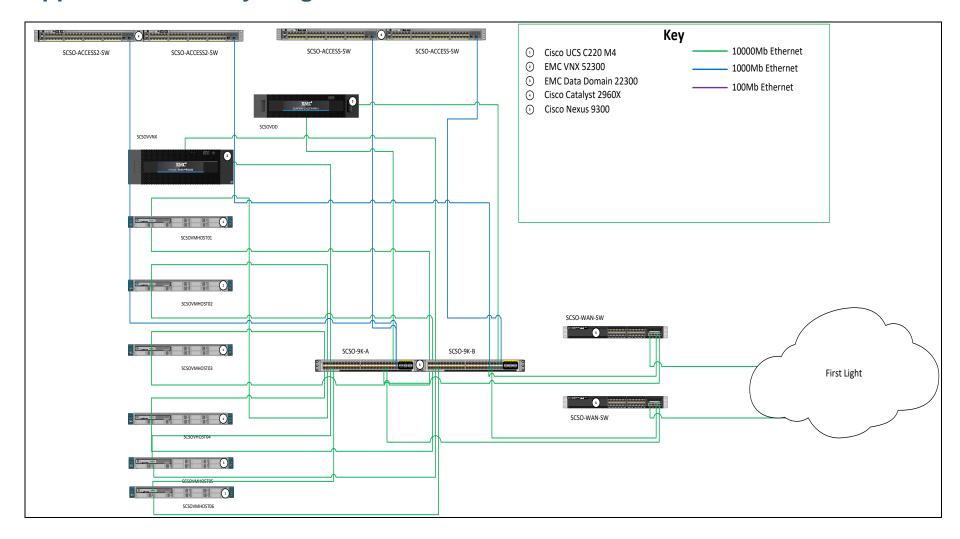


# **Appendix A: Equipment List**

	Sei	rvers		Storage
CDPSVMCERT02	VM	SCSOVMMOB01	VM	SCSOVNX
CDPSVMDC02	VM	SCSOVMPPC01	VM	SCSOSVDD
CDPSVMELAS01	VM	SCSOVMPRX01	VM	Network Equipment
CDPSVMMGR01	VM	SCSOVMSQL01	VM	SCSO-9K-A
CDPSVMRCI01	VM	SCSOVMVEEAM01	VM	SCSO-9K-B
CDPSVMRCI03	VM	SCSOVMWDS01	VM	SCSO-ACCESS-SW (x2 stacked)
CDPSVMRIIS01	VM	SCSOVMWEB01	VM	SCSO-ACCESS2-SW (x2 stacked)
CDPSVMINT01	VM	SCSOVMZVM01	VM	SCSO-WAN-SW (x2 stacked)
CDPSVMRPT01	VM	SCSOVMHOST01	Physical	SCSORTFTG01
CDPSVMRWI01	VM	SCSOVMHOST02	Physical	SCSORTFTG02
SCSOSVMGMT01	Physical	SCSOVMHOST03	Physical	SCSODRRTFTG
SCSOVMALI01	VM	SCSOVMHOST04	Physical	FGT60D4Q16030721
SCSOVMCAD01	VM			

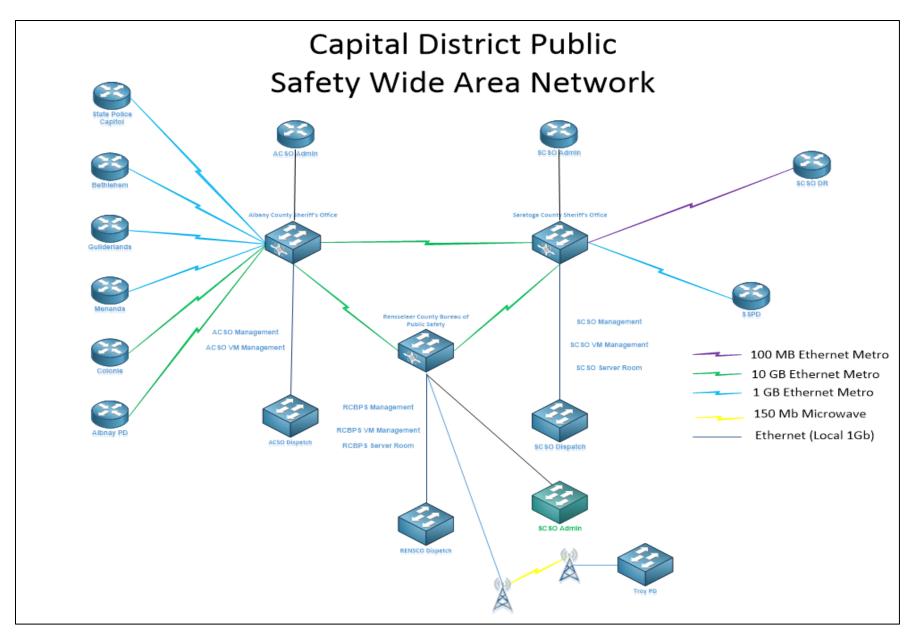


# **Appendix B: County Diagram**





## **Appendix C: District Diagram**







### SARATOGA COUNTY BOARD OF SUPERVISORS

#### **RESOLUTION 29 - 2022**

Introduced by Supervisors Schopf, Barrett, Grasso, Lant, Raymond, Tollisen and M. Veitch

#### AUTHORIZING A RENEWAL AGREEMENT WITH MISSION CRITICAL PARTNERS, LLC FOR MAINTENANCE OF THE CAPITAL DISTRICT COMPUTER-AIDED DISPATCH SYSTEM

WHEREAS, pursuant to Resolution 245-2015, as amended by Resolution 112-2016, this Board authorized an agreement with the Counties of Albany and Rensselaer to establish a shared interoperable 9-1-1 Telephone, Computer Aided Dispatch, and Records Management Network, which shared system has been constructed and is operational; and

WHEREAS, each of the three counties is in need of technical support services and on-site computer-aided dispatch (CAD) network support for the portion of the Capital District CAD System infrastructure constructed within its boundaries; and

WHEREAS, pursuant to Resolution 270-2020, this Board authorized an agreement with Mission Critical Partners, LLC for the provision of technical support services and on-site computer-aided dispatch network support for the portion of the Capital District CAD System constructed within Saratoga County, for a term of one (1) year at a cost of \$5,267 per month, with total costs not to exceed \$63,200; and

WHEREAS, said agreement with Mission Critical Partners, LLC expired on December 31, 2021; and

WHEREAS, Mission Critical Partners has submitted a proposal for a renewal of the agreement for the provision of technical support services, on-site computer-aided dispatch network support and Records Management System (RMS) network support for the portion of the Capital District CAD System constructed within Saratoga County at the cost of \$32,548 for a six-month term from January 1, 2022 to June 30, 2022; and

7/1/2022 6/30/2023
WHEREAS, our Law & Finance Committee and the Director of Emergency Management have recommended that the proposal of Mission Critical Partners, LLC be accepted; now, therefore, be it



# SARATOGA COUNTY

#### AGENDA ITEM REOUEST FORM

**TO:** Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT:** Office of Emergency Management

lacksquare

DATE: 6/28/2022

**COMMITTEE:** Public Safety



**RE:** Maintenance renewal for Zert & VMware software utilized to replicate and secure critical data associated with the county's

E-911 computer aided dispatch system.

1. Is a Resolution Required:

Yes, Contract Renewal



2. Proposed Resolution Title:

Maintenance renewal agreement with Central Square

3. Specific Details on what the resolution will authorize:

Authorize a maintenance renewal agreement for a three year term billed yearly in the amount of \$43,085.70 with Central Square for computer aided dispatch software, Zerto and VMware utilized to replicate and secure critical information and data.

This column must be completed prior to submission of the request.

County Attorney's Office Consulted

If yes, budget lines a	nent needed: YE and impact must be pro- tents must have equal	ovided.	County Administrator's Of Consulted
Please see attac	hments for impacted been more than four line	oudget lines.	
Revenue			
Account Number	Account Na	ame	Amount
Expense			
Account Number	Account Na	ame	Amount
A36.366.8293	SI20 Homela	and Security Grant	\$43,085.70
Source of Revenue Fund Balance	State Aid	Federal Aid	Other
Identify Budget Im			
			Department Budget <u></u>
a. G/L line in	npacted A36.366.8	293	
b. Budget yea	r impacted 2022		
c. Details			
yearly in the dispatch s	ne amount of \$43,08	35.70 with Centra Mware utilized to	or a three year term billed I Square for computer aided o replicate and secure critical on the SI20 grant.

6.		·	sources Consulted
	a.	Is a new position being created? Y N	
		Effective date	
		Salary and grade	
	b.	Is a new employee being hired? Y V	
		Effective date of employment	
		Salary and grade	
		Appointed position:	
		Term	
	c.	Is this a reclassification? Y V	
		Is this position currently vacant? Y V	
		Is this position in the current year compensation plan? Y N	
_	-		
7.			g Office Consulted
	a.		
	b.		
	c.		
	d.	If a sole source, appropriate documentation has been submitted and appropriate Purchasing Department? Y N N N/A	roved by
	e.	Commencement date of contract term: 7/1/2022	
	f.	Termination of contract date: 6/30/2025	
	g.	Contract renewal and term: Three year term, billed annually	
	h.	Contact information: Mabel Jose 1000 Business Center Dr Lake Mary, FL mabel.jose@centralsquare.com	
	i.	Is the vendor/contractor an LLC, PLLC or partnership:	
	j.	State of vendor/contractor organization: FL	
	k.		
	1.	Vendor/Contractor comment/remarks:	

8.	Is a gra	ant being accepted: YES or NO	County Administrator's Office Consulted
	a.	Source of grant funding:	
	b.	Agency granting funds:	
	c.	Amount of grant:	
	d.	Purpose grant will be used for:	
	e.	Equipment and/or services being purchased with the grant:	
	f.	Time period grant covers:	
	g.	Amount of county matching funds:	
	h.	Administrative fee to County:	
9.	Support	ing Documentation:	
	<b>/</b>	Marked-up previous resolution	
		No Markup, per consultation with County Attorney	
		Program information summary	
		Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	
10.	Rema	arks:	



Renewal Order prepared by: Mabel Jose

mabel.jose@centralsquare.com

Renewal Order #: Q-98461 Start Date: July 1, 2022 End Date: June 30, 2025 Billing Frequency: Yearly

Subsidiary: Tritech Software Systems

Renewal Order prepared for: Kelly Cook, Account Clerk/Typist Saratoga County Sheriff's Department 6012 County Farm Road Ballston Spa, NY 12020 (518) 885-2232

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at <a href="https://www.centralsquare.com">www.centralsquare.com</a>.

#### WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Zerto Virtual Replication - Premium Maintenance & Support	15	8,972.93 USD
2.	Production Support Coverage VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	1	5,246.02 USD
3.	Production Support Coverage VMware vSphere 7 Enterprise for 1 processor	8	20,141.47 USD
4.	Production Support Coverage VMware vRealize Operations 8 Standard (Per CPU)	8	8,725.28 USD

Renewal Order Total:	43,085.70 USD

#### **Billing Information**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.



### SARATOGA COUNTY BOARD OF SUPERVISORS

#### **RESOLUTION 141 - 2022**

Introduced by Public Safety: Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING AN AGREEMENT WITH TRITECH SOFTWARE SYSTEMS FOR
THE PURCHASE OF HARDWARE AND SOFTWARE RELATED TO THE COUNTY'S

COMPUTER AIDED DISPATCH/MOBILE E-911 SYSTEM

Main tener venue for Zoto/Vm Ware Software

WHEREAS, pursuant to Resolutions 216-2015 the County entered into a System Purchase Agreement dated February 12, 2016 with TriTech Software Systems for the purchase of an integrated Computer System consisting of a Computer-Aided Dispatch System ("CAD"), Mobile Data System, Law Enforcement Records Management System, Field-Based Reporting System, and Next Generation 9-1-1 Solution; and

WHEREAS, our Sheriff's Office, through the Office of Emergency Management, has received a proposal to update the hardware and software for the County's CAD/Mobile E-911 System from TriTech Software Systems ("TriTech") to refresh its 9-1-1 Telephone, Computer Aided Dispatch and Records Management Network using existing infrastructure and replacing, upgrading, and purchasing new infrastructure to ensure interoperability between emergency services partners and to mitigate against cyber intrusions; and

WHEREAS, our Public Safety Committee, the Sheriff and the Director of Emergency Management have recommended that the County enter into an agreement with TriTech for the purchase of updated hardware and software for the existing CAD/Mobile E-911 System at the cost of \$1,284,583-83; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with TriTech Software Systems (a CentralSquare Technologies, LLC Company) of Lake Mary, Florida, for the purchase of updated 9-1-1 Telephone, Computer Aid Dispatch and Records Management Network infrastructure at the cost of \$1,284,583.83; and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and, be it further

**RESOLVED**, that this Resolution shall take effect immediately.

<u>BUDGET IMPACT STATEMENT</u>: No Budget Impact. Funds for this agreement are included in the 2022 budget.



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT: Sheriff's Office** 

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DATE: 06/27/2022

**COMMITTEE:** Public Safety

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RE: Contract for police services with the Town of Ballston

County Attorney's Office Consulted

This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Amendment to Compensation Schedule

2. Proposed Resolution Title:

Authorizing a contract with the Town of Ballston for the provision of specialized law enforcement services by the Sheriff and amending the 2022 compensation schedule to add two Deputy Sheriff-Patrol positions under Sheriff Department.

3. Specific Details on what the resolution will authorize:

Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Ballston. Form and content of the contract to be approved by the Sheriff and County Attorney.

4.	If yes, budget lines a	nent needed: YE nd impact must be pro ents must have equal	ovided.	Consulted	inistrator's Office
	Please see attack (Use ONLY wh	nments for impacted been more than four line	udget lines. es are impacted.)		
	Revenue				
	Account Number	Account Na	ime	Amount	
	See Attached				
	Expense				
	Account Number	Account Na	ame	Amount	
	See Attached				
	Source of Revenue	G Atl	T 1 1 1 1 1 1	0.1	
	Fund Balance	State Aid	Federal Aid	Other	
				I own of	Ballston
5.	Identify Budget Im	pact: mended to accept these	funds and authorize	the related expenses	<b>~</b>
	a. G/L line im	pacted <b>A.30.226</b>	2	· · · · · · · · · · · · · · · · · · ·	
		r impacted 2022	_		
	c. Details				

6.		rere Amendments to the Compensation Schedule?  YES or NO (If yes, provide details)  Human Resources Consulted
	a.	Is a new position being created? V N
	a.	Effective date 07/22/2022
		Salary and grade Deputy Sheriff-Patrol per the PBA contract
	b.	Is a new employee being hired? Y N
		Effective date of employment $\frac{07}{22}$
		Salary and grade Deputy Sheriff-Patrol per the PBA contract
		Appointed position: 2 Deputy Sheriffs
		Term
	c.	Is this a reclassification? Y V N
		Is this position currently vacant? Y N
		Is this position in the current year compensation plan? Y N
_	_	
7.		this item require hiring a Vendors/Contractors: Y N Purchasing Office Consulted
	a.	Were bids/proposals solicited: Y N
	b.	Type of Solicitation
	c.	Is the vendor/contractor a sole source: Y N
	d.	If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A
	e.	Commencement date of contract term:
	f.	Termination of contract date:
	g.	Contract renewal and term:
	h.	Contact information:
	i.	Is the vendor/contractor an LLC, PLLC or partnership:
	j.	State of vendor/contractor organization:
	k.	Is this a renewal agreement: Y N
	1.	Vendor/Contractor comment/remarks:

8.	Is a gr	rant being accepted: YES or NO	County Administrator's Office Consulted
	a.	Source of grant funding:	
	b.	Agency granting funds:	
	c.	Amount of grant:	
	d.	Purpose grant will be used for:	
	e.	Equipment and/or services being purchased with the grant:	
	f.	Time period grant covers:	
	g.	Amount of county matching funds:	
	h.	Administrative fee to County:	
9.	Suppor	ting Documentation:  Marked-up previous resolution  No Markup, per consultation with County Attorney	
		Program information summary	
		Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	
10.	Rem	arks:	

This contract will authorize the Sheriff to provide specialized law enforcement services to the Town of Ballston consistent with other contracts currently in effect with the Towns of Clifton Park, Halfmoon, Wilton and the Village of Corinth. These new positions will be fully funded by the Town of Ballston.

<sup>\*</sup> Identical agenda item filed with Human Resources Committee for amendment to Compensation schedule

### 4. Budget Amendments:

Increase Revenue A.30.2262	\$90,877.76
Increase Expense A.30.000.6000	\$50,949.44
Increase Expense A.30.000.6960	\$30,569.66
Increase Expense A.30.000.7041	\$ 3,441.75
Increase Expense A.30.000.8518	\$ 1,773.65
Increase Expense A.30.000.8231	\$ 4,143.26

#### AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the \_\_\_\_ day of July, 2022 BY AND BETWEEN,

<u>COUNTY OF SARATOGA</u>, a municipal corporation duly organized under the laws of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

TOWN OF BALLSTON, a municipal corporation duly organized under the laws of the State of New York with a principal office at Town Complex, 323 Charlton Rd, Ballston Spa, New York 12020 (TOWN)

#### 1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized Protection" to the TOWN during the term of this agreement. The TOWN agrees to pay for such services as outlined herein. Both parties wish to continue this mutually beneficial relationship.

#### 2. <u>LEGAL BASIS</u>

This agreement is authorized by §119-o of the General Municipal Law.

#### 3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the TOWN in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

#### 4. <u>DELIVERY OF SERVICE</u>

- 4.1 <u>Service Area</u>: The SHERIFF shall provide Specialized Protection within the corporate limits of the TOWN. Assigned Deputies will not leave the TOWN except in an extreme emergency and will continue the expanded presence and patrol for designated schools, parklands and residential and secondary roadways within the TOWN.
- 4.2 <u>Enforcement Responsibilities:</u> The SHERIFF shall enforce State statutes, COUNTY ordinances and those TOWN ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.
  - 4.3 <u>Services to be Delivered:</u> The SHERIFF shall provide one patrol Monday through Friday from 7:00 a.m. to 3:00 p.m. and one patrol Monday through Friday from 3:00 p.m. to 11:00 p.m. or as agreed upon between the TOWN and the SHERIFF to patrol the TOWN at a cost of \$201,057.00 to be paid in equal monthly installments. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.
    - 4.4 Reporting: The SHERIFF shall provide to the TOWN a monthly report of all law

enforcement services provided by the Sheriff's Department in the TOWN each month.

- 4.5 <u>Service Management</u>: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the TOWN. The SHERIFF shall retain exclusive authority over his personnel.
- 4.6 <u>Responsiveness</u>: The SHERIFF shall promptly consider all TOWN requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement.
- 4.7 <u>Dispute Resolution</u>: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and the TOWN SUPERVISOR. The SHERIFF'S decision shall be final and conclusive.
- 4.8 <u>Coordination</u>: The TOWN and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the TOWN.

#### 5. COUNTY RESPONSIBILITIES

Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

#### 6. LIABILITY

The COUNTY shall assume liability for and secure the TOWN from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

#### 7. PERSONNEL

- 7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TOWN employment.
- 7.2 <u>Payment:</u> The TOWN shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

#### 8. **DURATION**

The term of this agreement shall be for one (1) year from July 20, 2022 through July 19, 2023.

#### 9. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

10. <u>AUTHORIZATION</u>	
This agreement is made and executed pursuant to County Resolution _	2022 and
a resolution approved by the TOWN Board of Ballston #	

### 11. MODIFICATION

This agreement supersedes any and all prior oral and written agreements between the parties hereto and may be changed only in writing and signed by both parties.

IN WITNESS WHEREOF, The parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA		TOWN OF BALLSTON	
By: Theodore T. Kusnie Chairman, Board of Per Resolution	f Supervisors		Date ONNOLLY, Supervisor tion #
MICHAEL H. ZUR	Date RLO, Sheriff		
Approved as to Form a	nd Content:		
County Attorney			



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT:** Sheriff's Office

DATE: 06/28/2022

**COMMITTEE:** Public Safety

RE: 2022 Navy Equipment Loan

1. Is a Resolution Required:

## Yes, Contract Approval

2. Proposed Resolution Title:

AUTHORIZING THE CHAIRMAN TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE NAVY FOR THE LEASE OF NIGHT VISION GOGGLES

3. Specific Details on what the resolution will authorize:

This resolution will authorize a contract with the department of the Navy for the loan of thermal imaging and night vision equipment for use by the Sheriff's Office. This column must be completed prior to submission of the request.

County Attorney's Office Consulted

Is a Budget Amenda If yes, budget lines a Any budget amenda	and impact must be p	provided.	County Admini Consulted	strator's Off
l I	hments for impacted en more than four li	_		
Revenue				
Account Number	Account 1	Name	Amount	
Expense				
Account Number	Account 1	Name	Amount	
Source of Revenue				
Fund Balance	State Aid	Federal Aid	Other	
Identify Budget Im				
No Budget Im	pact. Funds are	e included in the	e Department Bud	dget
a. G/L line in	npacted A.30.00	0.8291		
b. Budget yea	r impacted 2022			
c. Details				

6.	Are th	ere Amendments to the Compensation Schedule?	Human Resources Consulted
		YES or NO (If yes, provide details)	_
	a.	Is a new position being created? Y N	
		Effective date	
		Salary and grade	
	b.	Is a new employee being hired? Y	
		Effective date of employment	
		Salary and grade	
		Appointed position:	
		Term	
	c.	Is this a reclassification? Y N	
		Is this position currently vacant? Y N	
		Is this position in the current year compensation plan?	N
7.	Does	this item require hiring a Vendors/Contractors: V N	Purchasing Office Consulted 🗸
	a.	Were bids/proposals solicited: Y V	Turchasing Office Consumed
	b.	Type of Solicitation	
	c.	Is the vendor/contractor a sole source: VY N	
	d.	If a sole source, appropriate documentation has been submitted Purchasing Department? Y N N/A	ed and approved by
	e.	Commencement date of contract term: August 4, 2022	2
	f.	Termination of contract date: August 4, 2023	
	g.	Contract renewal and term: none	
	h.	Contact information: Dept of the Navy, Scott Arthur, 812-scott.arthur@navy.mil	-854-6650
	i.	Is the vendor/contractor an LLC, PLLC or partnership:	
	j.	State of vendor/contractor organization:	
	k.	Is this a renewal agreement: Y N	
	1.	Vendor/Contractor comment/remarks:	
		This is an annual contract though not a renewal. Dept. 1-year contracts only. Contract if for the use of prior m through this agreement.	

8.	Is a gra	ant being accepted: YES or NO	County Administrator's Office Consulted
	a.	Source of grant funding:	
	b.	Agency granting funds:	
	c.	Amount of grant:	
	d.	Purpose grant will be used for:	
	e.	Equipment and/or services being purchased with the grant:	
	f.	Time period grant covers:	
	g.	Amount of county matching funds:	
	h.	Administrative fee to County:	
9.	Support	ting Documentation:	
	<b>~</b>	Marked-up previous resolution	
		No Markup, per consultation with County Attorney	
		Program information summary	
	<b>~</b>	Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	

10. Remarks:

This is a one-year agreement for the use of thermal imaging and night vision equipment to be supplied by the Department of the Navy NAVSEA Warfare Center for the period 8/4/22 thru 8/4/23. The one-year cost of the equipment loan is \$4,500.00, funding for such equipment was previously authorized by the Board through the acceptance of the 2019 Homeland Security counter terrorism grant by Resolution #221-2019. Loan/lease of this equipment is advantageous as the estimated purchase cost of this equipment would be \$49,500. The loan/lease agreement includes maintenance and replacement if required at no additional charge.



# Department of the Navy Naval Surface Warfare Center, Crane Division 300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1A DISTRIBUTION B. Distribution authorized to U.S. Government Agencies; Administrative Use; 25 Oct 16. Other request for this document shall be referred to NSWC Crane, 300 Highway 361, Code JXQS, Crane, IN 47522.

<ul> <li>1a. Federal/State/Local Law Enforcement Agency Name:</li> <li>SARATOGA COUNTY SHERIFF'S OFFICE</li> <li>1b. Agency Mailing Address:</li> <li>6010 COUNTY FARM ROAD</li> <li>BALLSTON SPA,</li> </ul>		2. Agreement Number: N00164LE1004-22		
		3. Agreement Start/Renewal Date: Aug 4, 2022		
		4. Agreement Termination Date: Aug 4, 2023		
State: <b>NEW YORK</b>	Zip Code: <b>12020</b>	5. Estimated Total Cost (See paragraph III Terms and Conditions below: \$4,500.00		

#### 7. Statement of Supplies to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-7B, Night Vision Goggle, NSN: 5855-01-228-0937, Replacement Value \$3,000 Each	11	\$300.00	\$3,300.00
Serial Numbers: 65229; 27200B; 26427B; 058428; 035493; 26568B; 24628B; 04344			×
34281B; 26503B; 77121		\$300.00	\$0.00
Serial Numbers:			
AN/PVS-7C, Night Vision Goggle, NSN: 5855-01-363-7491, Replacement Value \$3,000 Each	1	\$300.00	\$300.00
Serial Numbers: 03600			-
AN/PVS-14, Night Vision Pocketscope, NSN: 5855-01-432-0524, Replacement Value \$3,000 Each	3	\$300.00	\$900.00
Serial Numbers: 6595303; 6560341; 6560271			
		\$300.00	\$0.00
Serial Numbers:			
		Total	\$4,500.00
			The second secon

#### 8. Points of Contact

Federal/State/Local Law Enforcement Agency Official (Name):		): Government Law Enf Electro-Optics Loan Program Manager (Name)	
CHIEF DEPUTY GLENN SHEEHY		Scott Arthur	
Phone:	(518) 885-2452	Phone:	812-854-6650
Fax:	(518) 885-2453	Fax:	812-854-8559
Email:	gsheehy@saratogacountyny.gov	Email:	scott.arthur@navy.mil
Governm (Name):	Government Law Enf Electro-Optics Loan Program Assistant (Name):		ent Law Enf Electro-Optics Loan Program Assistant
Debbie (	Owens, CTR		
Phone:	812-854-4439	Phone:	
Fax:	812-854-8559	Fax:	
Email:	debbie.owens.ctr@navy.mil	Email:	

#### I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between SARATOGA COUNTY SHERIFF'S OFFICE, hereinafter referred to as Federal/State/Local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as NAVSURFWARCENDIV Crane. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and NAVSURFWARCENDIV Crane Instruction 5700.1, Subj: "Law Enforcement Electro-Optics Loan Program". The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

#### II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is 12 Months from the date of execution.

#### III. ESTIMATED COST AND FUNDING

A. With respect to State/Local law enforcement agencies, NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment prior to receipt of said equipment. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for loaning the equipment is:

\$4,500.00

- C. Amounts actually charged the Federal/State/Local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R (DoD FMR) and any applicable local instruction.
- D. The Federal/State/Local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, NAVSURFWARCENDIV Crane will notify the Federal/State/Local law enforcement agency of the additional funding required. The Federal/State/Local law enforcement agency shall provide NAVSURFWARCENDIV Crane the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by NAVSURFWARCENDIV Crane. Failure of the Federal/State/Local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. With respect to state and local agencies, upon conclusion of performance, NAVSURFWARCENDIV Crane will reconcile the State/ Local law enforcement agency's account to determine actual charges. The NAVSURFWARCENDIV Crane will refund any balance due on the Agreement to the State/Local law enforcement agency. With respect to federal agencies, NAVSURFWARCENDIV Crane will reconcile the obligation status of the Federal law enforcement agency's funds as required by the DoD FMR and, if necessary, deobligate unused funds as required by the Economy Act (31 U.S.C. § 1535) and the DoD FMR. Nothing in this Agreement shall give the Federal/State/Local law enforcement agency the right to audit the books of NAVSURFWARCENDIV Crane.
- D. [Federal agencies only] This Agreement does not document the obligation of funds between the Parties. Any obligation of funds will be accomplished using the appropriate funding document of the Federal law enforcement agency. The obligation of funds is subject to the availability of appropriated funds and shall be in accordance with the DoD FMR.

#### IV. METHOD OF PAYMENT

[State/Local agencies] Checks should be made payable to: "NAVSURFWARCENDIV Crane" and shall include Agreement number denoted in Block 2 of this agreement. [Federal agencies] Funds will be provided by Military Interdepartmental Purchase Request (MIPR) DD 448.

The signed agreement and check, if applicable, shall be forwarded together in one envelope to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: D. Owens
Crane, IN 47522

#### V. PROVISION OF EQUIPMENT

A. NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, either oral or by e-mail, shall be sent to:

Mr. Scott D. Arthur 812-854-6650 scott.arthur@navy.mil

Written requests should be addressed as follows:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: Scott Arthur
Crane, IN 47522

- B. Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph A. above.
- D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable. With respect to Federal agencies, the period of this Agreement will not be extended for any such period of time.
- E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting Federal/State/Local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.
- F. The Federal/Sate/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost or stolen. Federal/Sate/Local law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

#### VI. RESOURCES PROVIDED BY GOVERNMENT

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel will not be made available for the operation of any loaned equipment and shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

#### VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement. CHIEF DEPUTY GLENN SHEEHY on behalf of Federal/State/Local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of NAVSURFWARCENDIV Crane are the only persons authorized to approve changes in any of the terms of this Agreement.

#### VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

- A. [State/local agencies only] The State/Local law enforcement agency agrees, to the extent permitted under state laws of NEW YORK, on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims (including reasonable expense of litigation or settlement) by third persons (including employees of the State/local law enforcement agency) for death, bodily injury (including sickness or disease) or loss of, damage to, or loss of use of property;
- B. [State/local agencies only] NAVSURFWARCENDIV Crane will not be liable for any damages whether direct or consequential. All equipment provided under this agreement shall be provided without any expressed or implied warranties;
- C. The Federal/State/Local law enforcement agency is responsible for lost, stolen or damaged equipment, the replacement value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;
- D. [State/local agencies only] Nothing in this agreement changes any terms or conditions of any existing contract the State/Local law enforcement agency may have with NAVSURFWARCENDIV Crane.

#### IX. CANCELLATION/SUSPENSION

- A. NAVSURFWARCENDIV Crane reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by NAVSURFWARCENDIV Crane. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by NAVSURFWARCENDIV Crane to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States so requires or to protect public health or safety.
- B. Appreciating the consequences of such a decision, NAVSURFWARCENDIV Crane will attempt to mitigate any cancellation or suspension of this Agreement. However, NAVSURFWARCENDIV Crane cannot be held liable for any cost accruing to the State/Local law enforcement agency as a result of any cancellation or suspension.

#### X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

- A. The Federal/State/Local law enforcement agency may terminate this Agreement upon 14 Business days written notice to NAVSURFWARCENDIV Crane. If the Federal/State/Local law enforcement agency elects to cancel this Agreement, the Federal/State/Local law enforcement agency shall remain responsible for all costs incurred by the NAVSURFWARCENDIV Crane up to the date of receipt by NAVSURFWARCENDIV Crane of its termination notice and return of all equipment.
- B. [State/local agencies only] The rights and remedies of NAVSURFWARCENDIV Crane provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

#### XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by NAVSURFWARCENDIV Crane Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the Federal/State/Local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the Federal/State/Local law enforcement agency furnishes the NAVSURFWARCENDIV Crane Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The Federal/State/Local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.

#### XII. MISHAP INVESTIGATIONS

In the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the Federal/State/Local law enforcement agency agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

#### XIII. GOVERNING LAW

Irrespective of the place of performance or signing of this Agreement, this Agreement shall be governed by and interpreted only in accordance with Federal law and regulations.

#### XIV. ORDER OF PRECEDENCE

The rights and obligations of the parties to this Agreement shall be subject to and governed by these Agreement clauses and the other documents incorporated by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- Agreement provisions including clauses.
- Other documents incorporated by reference.

#### XV. SIGNATURES AND APPROVALS

#### ACCEPTANCE OF AGREEMENT on behalf of

BY:	1	
	Signature	Date
	CHIEF DEPUTY GLENN SHEEHY	
	Type Name and Title	
	SARATOGA COUNTY SHERIFF'S OFFICE  Name of Law Enforcement Agency	
ACCI	EPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane	
BY:	Brandon Boeglin By direction NSWC Crane	145un 2022 Date

#### XVI. ENTIRE AGREEMENT

This Agreement with all attachments constitutes the entire Agreement of the parties and no oral or other representations shall be binding.



### SARATOGA COUNTY BOARD OF SUPERVISORS

#### **RESOLUTION 230 - 2021**

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf, and Smith

# AUTHORIZING THE CHAIRMAN TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE NAVY FOR THE LEASE OF NIGHT VISION GOGGLES

WHEREAS, pursuant to Resolution 221-2019, this Board accepted a New York State Homeland Security Program 2019 State Law Enforcement Terrorism Prevention Program (SLETPP) Grant in the amount of \$72,479, for the term September 1, 2019 through August 31, 2022, to pay for the costs of enhanced counter terrorism and response programs and equipment, including the Lexipol policy development and training program, dive team equipment, night vision equipment, and the replacement of a crime scene/evidence van for the Sheriff's Department; and

WHEREAS, pursuant to Resolution 186-2020, this Board authorized a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center (NAVSEA), Crane division, for the loan of three (3) thermal imaging cameras and twelve (12) night vision goggles for a term of one year, at a cost of \$4,500, including maintenance and replacement if required, the cost of which was 100% funded by a 2018 Homeland Security grant; and

WHEREAS, the lease of said equipment is advantageous, as the estimated cost of purchasing the equipment would be approximately \$49,500; and

WHEREAS, the County's cooperative agreement with NAVSEA for the lease of thermal imaging and night vision equipment is set to expire; and

WHEREAS, our Public Safety Committee and the Saratoga County Sheriff have recommended that the County enter into a new one-year cooperative agreement with NAVSEA for the lease of fifteen (15) night vision googles, consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2021 at a cost of \$4,500, which cost will be fully funded by the aforesaid 2019 Homeland Security grant; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the Saratoga County Sheriff or his designee, are hereby authorized to execute a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center, Crane Division, for the lease of fifteen (15) night vision googles, consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2021 at a cost of \$4,500; and it is further

RESOLVED, that the form and content of such cooperative agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.



### SARATOGA COUNTY BOARD OF SUPERVISORS

**RESOLUTION XXX - 2022** 

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

# AUTHORIZING THE CHAIRMAN TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE NAVY FOR THE LEASE OF NIGHT VISION GOGGLES

WHEREAS, pursuant to Resolution 221-2019, this Board accepted a New York State Homeland Security Program 2019 State Law Enforcement Terrorism Prevention Program (SLETPP) Grant in the amount of \$72,479, for the term September 1, 2019 through August 31, 2022, to pay for the costs of enhanced counter terrorism and response programs and equipment, including the Lexipol policy development and training program, dive team equipment, night vision equipment, and the replacement of a crime scene/evidence van for the Sheriff's Department; and

WHEREAS, pursuant to Resolution 230-2021, this Board authorized a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center (NAVSEA), Crane division, for the loan of three (3) thermal imaging cameras and twelve (12) night vision goggles for a term of one year, at a cost of \$4,500, including maintenance and replacement if required, the cost of which was 100% funded by a 2018 Homeland Security grant; and

WHEREAS, the lease of said equipment is advantageous, as the estimated cost of purchasing the equipment would be approximately \$49,500; and

WHEREAS, the County's cooperative agreement with NAVSEA for the lease of thermal imaging and night vision equipment is set to expire; and

WHEREAS, our Public Safety Committee and the Saratoga County Sheriff have recommended that the County enter into a new one-year cooperative agreement with NAVSEA for the lease of fifteen (15) night vision googles, consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2021 at a cost of \$4,500, which cost will be fully funded by the aforesaid 2019 Homeland Security grant; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the Saratoga County Sheriff or his designee, are hereby authorized to execute a cooperative agreement with the United States Department of the Navy's Naval Surface Warfare Center, Crane Division, for the lease of fifteen (15) night vision googles, consisting of twelve (12) AN/PVS 7B goggles and three (3) AN/PS 14S goggles, effective August 4, 2022 at a cost of \$4,500; and it is further

RESOLVED, that the form and content of such cooperative agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department's 2022 Budget



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT: Sheriff's Office** 

DATE: 06/28/2022

**COMMITTEE:** Public Safety

RE: contract for jail medical services

This column must be completed prior to submission of the request.

 $| \mathbf{v} |$ 

1. Is a Resolution Required:

Yes, Contract Approval

lacksquare

2. Proposed Resolution Title:

Authorizing a contract with Prime Care Medical of NY, Inc., Professional Care Medical Practice P.C., and Professional Care Dental Services P.C. for the provision of medical and dental services at the Saratoga County Sheriff's Office Correctional Facility

3. Specific Details on what the resolution will authorize:

This resolution will authorize the Chairman of the Board to enter into a contract with Prime Care Medical of NY Inc, Professional Care Medical Practice P.C., and Professional Care Dental Services P.C. to provide medical and dental services at the Saratoga County Sheriff's Office Correctional Facility at a cost of \$335,715.41 for the first year of the contract. Subsequent years will be subject to an annual increase based on the preceding 12-month U.S. Cost-of-Living index or 3%, which ever is higher. Form and contact of the contract to be approved by the Sheriff and County Attorney.

County Attorney's Office
Consulted

4.	If yes, b	oudget lines ar	ent needed: Y nd impact must be p ents must have equa	rovided.	ries.	County Administrated Consulted	or's Office
			ments for impacted on more than four li				
]	Revenue						
	Account	Number	Account 1	Name	Amou	nt	
	Expense						
	Account	Number	Account 1	Name	Amou	ınt	
; Г		f Revenue					
	Fund Ba	alance	State Aid	Federal Aid		Other	
j.	Identit	fy Budget Imp	pact:				
			pact. Funds are	included in th	e Depa	artment Budge	t
	a.	G/L line im	pacted				
	b.	Budget year	impacted				
	c.	Details					

6.		rere Amendments to the Compensation Schedule?  YES or NO (If yes, provide details)	Human Resources Consulted
	a.	Is a new position being created? Y N	
		Effective date	
		Salary and grade	
	b.	Is a new employee being hired? Y V	
		Effective date of employment	
		Salary and grade	
		Appointed position:	
		Term	
	c.	Is this a reclassification? Y V	
		Is this position currently vacant? Y N	
		Is this position in the current year compensation plan?	N
7.	Does	s this item require hiring a Vendors/Contractors: Y N	
	a.	Were bids/proposals solicited: Y N	Purchasing Office Consulted
	b.	Type of Solicitation Professional Service	
	c.	Is the vendor/contractor a sole source: Y N	
	d.	If a sole source, appropriate documentation has been submitted Purchasing Department? Y N N/A	ed and approved by
	e.	Commencement date of contract term: August 1st 202	22
	f.	Termination of contract date: July 31, 2025	
	g.	Contract renewal and term: 2 additional 1-year renewa	als at a cost to be negotiated
	h.	Contact information: Prime Care Medical of New York Inc. Attn: Thomas Weber, CEO 3940 Locust Ln Harrisburg, PA 17109	
	i.	Is the vendor/contractor an LLC, PLLC or partnership: No	
	j.	State of vendor/contractor organization: PA	
	k.	Is this a renewal agreement: Y N	
	1.	Vendor/Contractor comment/remarks:	

8.	Is a gr	ant being accepted: YES or NO	County Administrator's Office Consulted
	a.	Source of grant funding:	
	b.	Agency granting funds:	
	c.	Amount of grant:	
	d.	Purpose grant will be used for:	
	e.	Equipment and/or services being purchased with the grant:	
	f.	Time period grant covers:	
	g.	Amount of county matching funds:	
	h.	Administrative fee to County:	
9.	Support	ting Documentation:	
		Marked-up previous resolution	
		No Markup, per consultation with County Attorney	
		Program information summary	
	<b>/</b>	Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	

10. Remarks:

PrimeCare Medical of NY is a provider of medical services in correctional facilities across New York, Pennsylvania and West Virginia serving over 26,000 inmate daily. This contract will consolidate certain medical and dental services under one vendor. PrimeCare will also take on oversight of medical records and medical billing as part of this contract. This will assist in controlling costs and greatly reduce the number of inmate transports to outside facilities for medical and dental care.

# PRIMECARE MEDICAL OF NEW YORK, INC.

COMPANY BACKGROUND





#### **COMPANY PROFILE**

PrimeCare Medical of New York, Inc. is a privately owned and operated correctional health care corporation that is currently celebrating thirty-six (36) years in business. PrimeCare was established in 1986 with the sole purpose of providing the best health care to our correctional patients coupled with exceptional support to our clients. PrimeCare Medical has consistently navigated the challenging and always changing field of correctional medicine without losing sight of or deviating from that purpose.

Professional Care Medical Practice P.C., Professional Care Dental Services, P.C., and Personal Care Registered Professional Nursing P.C. are three New York Professional Corporations formed and owned by long time PrimeCare Medical employees licensed by the state of New York to provide medical, dental and nursing care and services respectfully. They were formed and work exclusively in tandem with PrimeCare Medical of New York, Inc. to provide the full range of health care services in correctional settings in the state of New York. The mission of these companies and their employees is to focus on and provide the professional health care services. PrimeCare Medical of New York, Inc. in turn handles the managerial and administrative aspects of the contract and serves as the primary point of contact with the facility and liaison between the facility and the health care providers.

PrimeCare Medical is proud to say that our vision of becoming one of the region's most prestigious correctional health care companies has become a reality, due to the tireless efforts, leadership, and management of our Senior Corporate Officers. PrimeCare Medical's Executive Team; possess over one hundred (100) years of correctional management and administrative experience. The combination of this unparalleled level of experience in the industry permits PrimeCare Medical to possess a unique insight into the challenges and dynamics of the correctional health field today.

As the leader in correctional health care with the largest number of Pennsylvania County Correctional Contracts (36) including juvenile detention facilities (7) in the Commonwealth of Pennsylvania, as well as four (4) contract in New Hampshire, eight (8) contracts in Maryland, twelve (12) in New York, and the entire Regional Jail System and Juvenile System for the State of West Virginia; PrimeCare Medical is uniquely suited by experience to deal with the medical issues of any jail/prison and juvenile population. Its personnel are accessible to the client and react swiftly to medical crises, mental health emergencies, and administrative concerns.

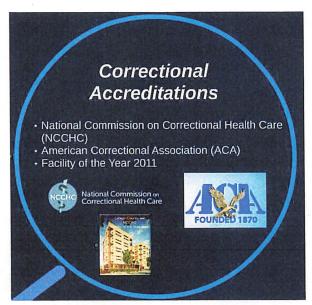
Our achievements and our continued successes have been attainable due to the vision and leadership of our management team, our tested and proven business model, and the strong partnerships which we have forged with

## **PCM Highlights**

- 36 years in business Established 1986
- Privately held and operated
- Corporately located in Harrisburg, PA
- 100 years of Correctional Management Experience
- 86 Correctional Facilities servicing nearly 26,500 inmates/patients
- Annual revenues in excess of \$175 million



each and every one of our clients throughout the Corporation. Since our inception, we have strived to be the "best" in the correctional health care industry and to differentiate ourselves from our competition through this business philosophy, which was developed to service county jails, state prison systems, and juvenile detention centers. A complete listing of all current contracts and professional references, to include facility names, average daily populations, date original contracts were signed, points of contact and telephone numbers, and accreditation statuses is available upon request. PrimeCare Medical not only welcomes you, but encourages you to contact any one of these clients and inquire as to the level of service we provide.



PrimeCare Medical also supports the National Correctional Health Commission on Correctional (NCCHC) and the American Association (ACA) accreditation processes. PrimeCare Medical has successfully achieved and maintained NCCHC Accreditation at forty-five of our contracted facilities and has successfully achieved and maintained ACA accreditation at several others. We are extremely proud of these accreditations and of the fact that not only have we achieved accreditation each and every time that we have applied or came due for reaccreditation, but also the fact that we have never lost an accreditation at any of our contracted facilities. One of the key reasons why we feel so agencies strongly about these

accreditation processes is that they provide our clients with an unbiased, third party evaluation of the level of service PrimeCare Medical provides.

PrimeCare Medical currently employs over 1,750 health care professionals, as well as, numerous medical subcontracted providers, who are managed by a team of experienced professionals in health care, corrections, risk management, and business. With this wide variety of experience, PrimeCare Medical is capable of providing to all of its contracts a professional health care TEAM to address any and all situations that may arise within a correctional setting.

We realize and respect that each individual institution has its own unique policies, procedures and budgetary constraints. Consequently, at PrimeCare Medical we are committed to offering our clients' quality health care programs that are customized to meet specific needs and fit into existing administrative structures.

PrimeCare Medical has a proud history and commitment to correctional health care. The Mission and Vision of the Corporation is reflective in our many years of success in a difficult and continuously evolving environment of correctional health care.



The Choice for Quality Correctional Healthcare PRIMECARE

MEDICAL, INC. +

### **Mission Statement**

PrimeCare Medical, Inc. provides comprehensive healthcare services to county jails, prisons, and juvenile detention centers throughout the Northeastern United States. PrimeCare Medical specializes in correctional healthcare management through the significant contributions and strong moral values of our employees.

### **Vision Statement**

PrimeCare Medical, Inc. is committed to managing and reducing risk in correctional healthcare by providing cost effective quality healthcare management, continuously improving the standards of care, and striving for national accreditation for all facilities. Dedicated to correctional healthcare, PrimeCare Medical prides itself on our strong client relationships, effective and efficient management of healthcare services. These attributes continue to be the hallmark of our success.

Throughout the years, <u>PrimeCare Medical's 'TEAM'</u> has built both close personal and strong professional relationships with many different members of the correctional industry's management staffs in the states in which we operate. This network has empowered PrimeCare Medical to accomplish otherwise impossible tasks. Diversity of relationships, ownership of challenges, accessibility of personnel, commitment to issue resolutions, and retention of senior staff makes PrimeCare Medical uniquely suited to deal with your medical issues.

"At PrimeCare Medical, we remain committed to developing the strongest client relationships in the industry, striving to continuously customizing our services to satisfy the needs of each of our correctional institutions. Our level of commitment to our clients is absolute."



#### PRIOR EXPERIENCE

Over the past thirty-six (36) years, PrimeCare Medical has sustained steady, continual, purposeful growth and has successfully expanded its business operations throughout the Northeastern United States. PrimeCare Medical currently provides complete medical, mental health, dental, pharmaceutical, radiology, laboratory, chronic disease management, risk management, and contract oversight for eighty-six (86) correctional institutions across six (6) states, which encompasses nearly "26,500" patient lives. It is this footprint that has uniquely positioned PrimeCare Medical to meet the needs of any patient population. As a true partner PrimeCare Medical has a strategic advantage to managing your health care services. This established relationship and infrastructure allows for instant access to already established

#### **PCM Services**

- 86 Correctional Facilities servicing nearly 26,500 inmates/patients
- Claims Processing
- Electronic Medical Record (EMR)
- NCCHC and DOC inspections

relationships with community hospital providers, specialty care networks, community health care programs, and other non-profit agencies. This developed network of resources provides PrimeCare Medical with the required level of resources and flexibility needed to achieve mutual long-term success.

Total Average Daily Population (ADP)	26,500+
Total Number of Intake Receiving Screenings Completed	316,826
Total Number of Outside Specialty Consultations	20,720
Total Number of Medical Sick Call Visits Completed (Nursing, PA's, CRNP's, & Physician)	159,534
Total Number of Mental Health Patient Contacts	342,199
Total Number of Dental Patient Contacts	31,839

<sup>\*</sup>Statistics taken from 2021 End of Year Statistical Summary Reports.

Another critical aspect of PrimeCare Medical's business model is the "longevity" of our health services contracts. At PrimeCare Medical, we remain focused and committed to establishing long term partnerships with our clients. Typically, once we are awarded a correctional health care contract, we are rarely faced with the need to prepare an exit strategy and transition

13.58 YEARS

AVERAGE LENGTH
OF ALL PCM CONTRACTS

plan to another health care company. We welcome competitive bids and contractual oversight to validate and continue to improve the healthcare delivery system being offered to our clients. PrimeCare Medical has maintained many of our health care contracts longer than some of our competitors have even been in business.



#### COMPREHENSIVE WORK PLAN

PrimeCare Medical provides both partial (without nursing) and comprehensive medical services to County correctional facilities / juvenile facilities and strives to deliver a wide range of services to meet each facility's specific needs. Below is a listing of the major components of our health care delivery system.

- Nursing Staffs
- Physicians / Physician Assistants /
   Certified Registered Nurse
   Practitioners
- Mental Health Staffs / Psychiatry (Telepsychiatry available upon request)
- Oral Care Services
- > On-Site Chronic Care Clinics
- > X-Ray and Radiological Services
- Laboratory Services
- Pharmaceutical Services
- Optical Services

- Medical Waste Disposal
- Electronic Medical Records
- > Inmate/Patient Health Education
- > Facility Staff Wellness Programs
- Utilization Review Committees
- Cost Containment Programs
- > Medical Assistance Billing
- > Administrative Support/Management
- Legal and Risk Management
- National Commission on Correctional Health Care (NCCHC) Accreditation

In addition to specializing in correctional medical management, PrimeCare Medical has expanded its services to include consulting in correctional facility design and management, as well as consulting work in correctional mental health services. There is increasing legal pressure being exerted on institutions in all areas regarding conditions of confinement. The most complex area in this regard is medical operations. Correctional organizations have traditionally focused on custody and control with these areas taking precedence over the medical needs of the institution's population. We are pleased to relieve our clients' of their oversight responsibility in this regard.

#### TECHNOLOGY ADVANCEMENTS

PrimeCare Medical has devoted significant amounts of resources and has made substantial financial investments into an array of technological based advancements, which have taken us to the cutting edge of correctional health care. These investments have enabled us to be a significant force in a highly competitive market and remain at the forefront of correctional medicine. Through the successful development and implementation of these critical technological programs, PrimeCare Medical has not only improved the provision of overall care to our patients, but has also realized substantial increases in operational effectiveness and staffing efficiencies. PrimeCare Medical's most significant stride in the technology-medical industry has been through



its complete customization and integration of our electronic medical record system, CorEMR. The operational efficiencies of this system allows for immediate implementation of policy changes, enhanced continuity of care, improved patient outcomes, and most importantly, prevention of inmates/patient from "slipping through the cracks". PrimeCare Medical has successfully implemented CorEMR at sixty-nine (69) correctional facilities since its inception.

In additional to our electronic medical records system; PrimeCare Medical has developed its own PCM Portal System, will provides for medical and client staffs' instant electronic retrieval of key information such as policies and procedures, medication formularies, continuing staff / medical education, inmate/patient educational programs, etc. PrimeCare Medical has also made significant enhancements within our internal

# Advancements in Technology

- CorEMR Corrections based EMR
- PCM Portal
- pcmNOW
- Aggressive Claims Processing
- "eConsults" for offsite care tracking
- Telemedicine

financial management programs, such as our state-of-the-art inmate/patient manager program. This integrated claim processing system tracks all patients in a step-by-step tracking format from the date of an initial consultation request until payment is made to the treating institution or provider. This program utilizes products to assist with claim appropriateness and fiscal management of each patient's interaction with all offsite providers. With our vision of continuous improvement, PrimeCare Medical has also developed "eConsults" linking origination of consults within CorEMR with the offsite providers utilizing a more robust and efficient methodology.

#### CONCLUSION

It is this combination of PrimeCare Medical's proven business philosophy in correctional medicine of over thirty-six (36) years, the vast professional experiences of our multidisciplinary senior management team, our extensive comprehensive presence in local correctional health care systems and innovation into various technological advancements, which makes PrimeCare Medical the ideal health care solution.

Due to the unique and diverse composition of our senior corporate leadership, PrimeCare Medical has the unparalleled capability to effectively engage in the type of strategic operational planning, medical/administrative consultation, and rapid response to emergent / client issues necessary for the proper delivery of medical services. PrimeCare Medical remains committed to working with the current administration in developing the best and most efficient delivery system to meet the needs of the inmate population.



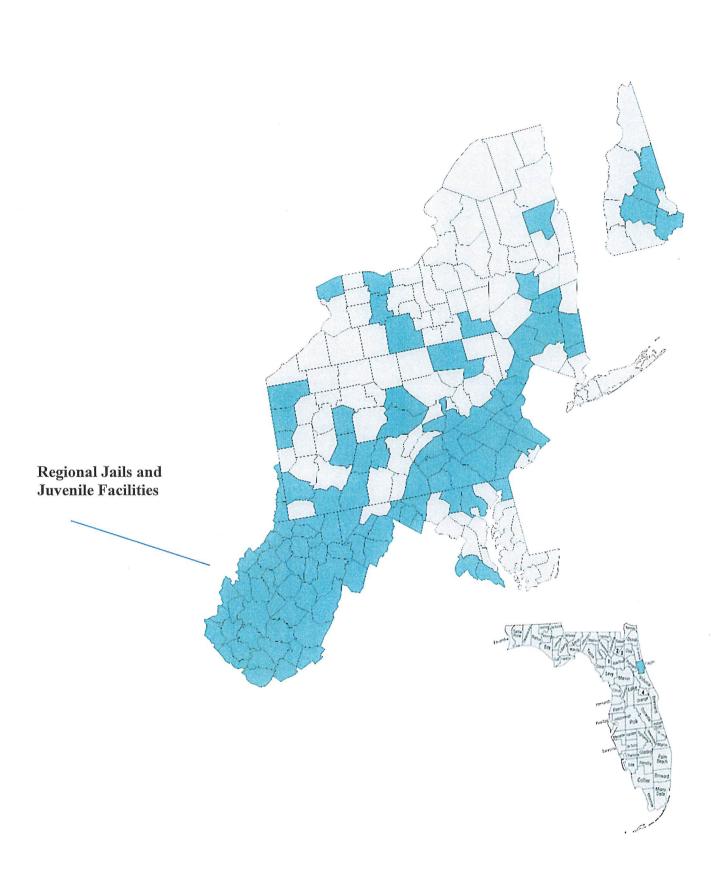
# POINTS OF CONTACT

Brent W. Bavington, MBA, CCHP President <u>bwbavington@primecaremedical.com</u> 717-503-3290 (Mobile)

Todd W. Haskins, BSN, RN, CCHP Chief Operating Officer <a href="mailto:theory.com/thaskins@primecaremedical.com/610-533-2505">thaskins@primecaremedical.com/610-533-2505</a> (Mobile)

Thomas J. Weber, Esquire Chief Executive Officer tweber@primecaremedical.com 771-576-8155 (Mobile)









#### PCM Policies, Protocols & Testing Materials

- Guidance: COVID-19 Mitigation Prevention Plan for New Admissions

- Guidancet COVID-19 Mitigation Prevention Plan for New Admissions (Updated August 13, 2020)
  PCM Pellicy: Pandemic Influenza Plan (Updated April 8, 2020)
  PCM Pellicy: Infectious Disease Prevention and Control
  PCM Disease: Masking of Medical Staff April 3, 2020
  PCM Memor: Reuse of 1995 & Surgical Masks April 1, 2020
  PCM Memor: Guidelines for Handling Patients with COVID-19
  PCM Memor: COVID-19 Collection Swab Differences
  PCM Memor: COVID-19 Collection Swab Differences
  PCM Memor: Antipyretic Medication Usage
  PCM Protocol: Returning to Work Following COVID-19 Exposure (Revised August 16, 2020)
  Flow Sheet: When to Test for COVID-19
  Memo of Procedure; Protocol for Immate Transfers From a County
- Memo of Procedure: Protocol for Inmate Transfers From a County Correctional Facility to a PA DOC or Other County Facility (Issued May 13,
- Transfer of Health Information (With COVID-19 Screening) Form in CorEMR
   STAFF UPDATE: April 9, 2020
- Newsletter to our employees on the frontline from the Behavioral Health Services Department (April 27, 2020)

#### Testing Forms, Guidelines, and Related Information

- \*NEW BinaxNOWTM COVID-19 Ag Card Product Expiry Update (Released
  - · Manufacturer testing has been completed to support a shelf-life

# ! Please res

- \*NEW BinaxNOWTM COVID-19 Ag Card Product Expiry Update (Released May 2021)
  - · Manufacturer testing has been completed to support a shelf-life (expiration date) of up to 12 months! Please review the above letter from Abbott with further information regarding the extended expiration date for this product, including the lot numbers affected and the updated
- expirations.

  Instructional Video: How to Obtain a Nasopharyngeal Swab Specimer Instructional Video from the New England Journal of filedicine

  \*IMPORTANT ANNOUNCEMENT FROM BIOREFERENCE\* (See here)
- Specimen samples submitted for testing must be at least 3 mL of universal or viral transport media (UTM/VTM), Roche cobas® PCR Media, liquid almes media, or saline.
   Volumes lower than 3 mL increase the risk of invalid results or
- Volumes tower than 3 mL increase the risk or invalue results or Quantity Not Sufficient (QNS).
   For vials that contain less than 3 mL of media (e.g. e-5wabs), you will need to add normal saline to bring the media volume to 3 mL in the vial before sending in for testing.
   Submitting samples with a volume of less than 3 mLs is causing a major

- Submitting samples with a volume of less than 3 mLs is causing a major issue in the lab, and resulting in a significant backlog in texting. PLEASE be mindful of this volume requirement.
  Lab Requisition for Staff Testing Form (\*updated 4/2/2020) \*copy of completed form must be faxed to Jen Mroz, PA-C at (717) 651-1853.
  COVID-19 Specimen Collection Guidelines Guidance from BioReference for "Authorized Alternate Collection Options Due to Critical Shortages of Transport Media and Swabs"
  Informational Booklet from BioReference
  COVID-19 FAQ from BioReference
  Console Front

- . Consent Forms:
  - Consent for PA, MD & NH facilities Consent for NY facilities Consent for WV facilities

\*completed consent forms must be scanned and emailed to COVID email group (covid@primecaremedical.com)

#### Resuming Non-Emergent Dental Services

- COVID-19 Pandemic Patient Disclosures Form (May 13, 2020)
  - As dental services begin "returning to normal" in each state, PCN is requiring that this disclosure form be provided and completed by every patient at the time of every encounter. Please contact Dr. Nate Kalteski with any questions.

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#### \*Important Announcements\*

- \*NEW Memo to All PCM Facilities Regarding COVID-19 Restrictions (June 25, 2021)
- BinaxNOWTM COVID-19 Ag Card Product Expiry Update (Released blarch
- Manufacturer testing has been completed to support a shelf-life (expiration date) of up to 9 montha! Please review the above letter from Abbott with Further information regarding the extended expiration date for this product, including the lot numbers affected and the updated expirations.
   COVID-19 Site Checklist (Issued December 2020)
   Definition of "Close Contact" Revised by CDC (October 21, 2020)
   Memo to Our Valued Partners: Frustration Over Test Results (June 16, 2020)

- Memo to All PCM Facilities: COVID-19 Returning to Normal
  Operations (May 19, 2020)
   Memo to Our Valued Clients: Facility-Wide Testing (April 27, 2020)

#### Vaccine Information

- Pennsylvania Department of Health ("PAHAN") Alert COVID Vaccination Indications and Contraindications (Refeased January 6, 2021)
   Information regarding the CDC, FDA "V-Safe" smartphone-based tool that
- information regarding the CDC, FDA "V-Safe" smartphone-based tool that
  provides personalized health check-ins after you receive a COVID-19 vaccine is
  available at vsafe.cdc.gov. (V-safe Poster and Informational Handout)
   CDC Guidance re: Clinical Considerations for Use of mRNA COVID-19 Vaccines
  and Clarification on the 4-Day Grace Period for Administering the Second
  Vaccine Dose

#### Moderna Vaccine

	nce re: Clinical Co cation on the 4-D		OVID-19 Vaccines
Vaccine De	ose		

STAFF CONTACT US

#### Moderna Vaccine

SERVICES

Moderna Vaccine Fact Sheet for Recipients and Caregivers
Moderna Vaccine Fact Sheet for Health Care Providers Administering Vaccine

#### Moderna Fact Sheet – Spanish

#### Pfizer-BioNTech Vaccine

- Pennsylvania Department of Health ("PAHAN") Alert Change in Pfizer-BioNTech COVID-19 Vaccine Transportation and Storage Conditions (2021-PAHAN-3-55) (Released February 28, 2021)
  Pfizer-BioNTech Vaccine Teat Sheet for Health Care Providers Administering the
- · Pfizer-BioNTech Vaccine Fact Sheet for Recipients and Caregivers
  - e Pfizer-BioNTech Fact Sheet Spanish

#### Janssen Vaccine

- \*NEW Announcement: FDA Authorized Extension of Shelf Life for the Janssen Vaccine from 3 months to 4.5 months (an additional 6 weeks). Click here for EAU Amendment – Concurrence Letter. (June 10, 2021)

  Janssen Vaccine Fact Sheet for Recipients and Caregivers (Revised April 23,
- Janssen vaccine Fact Sheet for Health Care Providers Administering the Vaccine (Revised April 23, 2021)
- - Janssen Vaccine Fact Sheet Spanish
     Janssen Vaccine Fact Sheet French
     Janssen Vaccine Fact Sheet Portuguese
     Janssen Vaccine Fact Sheet Chinese
     Janssen Vaccine Fact Sheet Vietnamese
     Janssen Vaccine Fact Sheet Tagalog

#### Maryland facilities - Vaccine Administration Forms, Logs & Required Documentation (Last Updated 03/03/2021)

- Vaccine Checklist
- Refrigerator Log
   Vaccine Administration Log
- Informed Consent and Release:
- Moderna Vaccine (updated 03/03/2021)
   Přízer BioNTech Vaccine (updated 03/03/2021)
   Janssen Vaccine (reinstated 03/03/2021)
   Post-Injection Procedure & Anaphylaxis Protocol



#### COMPANY SERVICES CARFERS STAFE CONTACTUS Prizer-BioN lech Vaccine (updated 03/03/. Janssen Vaccine (reinstated 03/03/2021) Post-Injection Procedure & Anaphylaxis Prot Newsletters to Our Patients from PCM's Behavioral Health Services Team New York Facilities - Vaccine Administration Forms, Logs & Required Third Newsletter Issued May 8, 2020 \*NEW Second Newsletter Issued April 27, 2020 First Newsletter Issued April 16, 2020 (esp) Documentation (Last Updated 03/03/2021) · Varrine Checklist Refrigerator Log Vaccine Administration Vaccine Administration Log Informed Consent and Release: Patient Education Informed Consent and Retease: Moderna Vaccine (updated 03/03/2021) Prizer-BioNTech Vaccine (updated 03/03/2021) Janssen Vaccine (reinstated 03/03/2021) Janssen Vaccine (reinstated 03/03/2021) Post-Injection Procedure & Anaphylaxis Protocol For NY employees: to access New York State's "Am Eligible" App as well as the latest information regarding vaccine administration efforts in New York COVID-19 Education on Intake Handout for Patients on Intake to facility COVID-19 Discharge Education Handout for Patients Upon Release From Facility Posters, Fact Sheets, & Materials from the CDC and State click here. See also January 6, 2021 Chairman's Memo regarding COVID-19 Vaccination Availability for Jail Health Staff New York State's COVID-19 website Department of Health · Cover Your Cough Poster Stop the Spread of Germs Poster Symptoms of COVID-19 Poster Wash Your Hands Fact Sheet New Hampshire Facilities - Vaccine Administration Forms, Logs & Required Documentation (Last Updated 03/03/2021) Vaccine Checklist Refrigerator Log Vaccine Administration Log Informed Consent and Release: Moderna Vaccine (updated 03/03/2021) Pfizer-BioNTech Vaccine (updated 03/03/2021) Janssen Vaccine (reinstated 03/03/2021) Post-injection Procedure & Anaphylaxis Protocol Pennsylvania Facilities - Vaccine Administration Forms, Logs & Required Documentation (Last Updated 01/06/2020) SERVICES CONTACT US Pennsylvania facilities - Vaccine Administration Forms, Logs & Required Documentation (Last Updated 01/06/2020) Vaccine Checklist Refrigerator Log Vaccine Administration Log Informed Consent and Release: Moderna Vaccine (updated 03/03/2021) Pfizer-BioNTech Vaccine (updated 03/03/2021) Janssen Vaccine (reinstated 03/03/2021) Post-Injection Procedure & Anaphylaxis Protocol West Virginia Facilities - Vaccine Administration Forms, Logs & Required Documentation (Last Updated 12/21/2020)

- · VAMS Third Party Clinic Instructions
- Varias Initial Party Cunicins
   Vaccine Checklist
   Refrigerator Log
   Vaccine Administration Log
   Informed Consent and Refease:

- Informed Consent and Recess:
   Moderna Vaccine (updated 03/03/2021)
   Pfizer-BioNTech Vaccine (updated 03/03/2021)
   Janssen Vaccine (einstated 03/03/2021)
   Moderna Informed Consent and Release VV sites only Moderna Vaccine Fest Sheet for Recipients and Caregivers
   Post-Injection Procedure & Anaphylaxis Protocol

#### Monoclonal Antibody Therapy

\*\* FDA Revoked Emergency Use Authorization (EUA) for Monoclonal Antibody Bamlanivimab. See Press Release April 16, 2021

#### \*Latest State Restrictions and Mandates\*

- For the latest information on all Orders and Guidance in the State of Maryland visit here.
   New Hampshire
   Information on all Orders and Guidance in the State of Maryland visit here.

  - Information regarding COVID-19 in New Hampshire, including up-to-date information on travel guidance and quarantine restrictions visit www.nh.gov/covid19.



CAREERS CONTACTUS SERVICES COMPANY visit www.nh.gov/covid19. · New York For up-to-date information on COVID-19 mitigation efforts and mandates within the State of New York, visit coronavirus.health.ny.gov Pennsylvania For the information on the latest orders and mitigation efforts in Pennsylvania visit the PA Department of Health website as well Notes from Our Weekly Wednesday Morning Conference Calls w/ Our Clients August 12, 2020 July 15, 2020 July 8, 2020
June 24, 2020
June 17, 2020
June 10, 2020 June 3, 2020 May 27, 2020 May 20, 2020
May 13, 2020
May 6, 2020
April 29, 2020 April 22, 2020 April 15, 2020
 April 8, 2020
 April 1, 2020
 March 25, 2020 March 18, 2020

#### **Human Resources**

- PrimeCare Policy (PCM C-07): Combined Leave Policy
- Employee COVID-19 Shift Bonus Request Form
   PTO Donation Request Form
- Your Highmark Health Insurance & COVID-19-related Resources

#### Additional Information and Resources

Caring for Your Mental Health, Managing Stress, Emotional Support Hotlines

- National Suicide Prevention Lifeline: Call 800-273-TALK for free and confidential support for people in distress, and prevention and crisis resources for you or your loved ones. Available 24/71
   Tips and Information ret Stress and Coping are available on the CDC's website

CONTACT US

#### **Human Resources**

- PrimeCare Policy (PCi4 C-07): Combined Leave Policy
   Employee COVID-19 Shift Bonus Request Form
   PTO Donation Request Form

- Your Highmark Health Insurance & COVID-19-related Resources

#### New York Specific Materials

- New York State COVID-19 Leave Information
- New York State Request for COVID-19 Quarantine DB/PFL Self form
   New York State Request for COVID-19 Quarantine PFL Child form

#### Changes to Professional Licensure Requirements

#### Maryland

State of Maryland will allow medical students, nursing students, and those studying to be medical technicians to aid in relief efforts. For more informationed out this bulletin and Maryland's official website. (Narch 25, 2020).

#### New Hampshire

- Temporary Authorization of Out-of-State Medical Providers to provide in-person and telehealth. For more information see here or a full, official copy of the State's Emergency Order #15, available here. (March 23, 2020).
   For all of the latest updates and information from the New Hampshire Office of Professional Licensure an Certification, visit their website.

#### New York

For up-to-date changes and important information for professional licensees, visit New York's Office of Professions' website.

#### Pennsylvania

#### Additional Information and Resources

Caring for Your Mental Health, Managing Stress, Emotional Support Hotlines

- . National Spicide Prevention Lifeline: Call 800-273-TALK for free and National Suicide Prevention Liretine: Lati SUU-2/3-IALX for free and confidential support for people in distress, and prevention and crisis resources for you or your loved ones. Available 24/7!
   Tips and Information re: Stress and Coping are available on the CDC's website
- by clicking here.

  National Alliance on Mental Illness (NAMI) COVID-19 Resource and Information
- Maryland has compiled a list of FAQs and Resources for how to cope with mental health, stress and anxiety, all of which are available here.

  New Yorkers can call the COVID-19 Emotional Support Hotline at 1-844-863-
- In partnership with the Kate Spade New York Foundation and Crisis Text Line, a 24ff emotional support service is available for frontline health care workers. Workers can text NYFRONTLINE to 741-741 for support.
- Pennsylvanians Contact the Crisis Text Line by texting "PA" to 741-741.
   Additional Information and resources also available here.
- West Virginia offers several avenues for its residents to obtain support and services:
- HELP4WV Call or text 844-HELP4WV (844-435-7496) 24/7 for immediate
- help for anyone struggling with an addiction or mental health issue.

  WV 211 Call 2-1-1 or text your zip code to 898-211 for information and support—whether financial, domestic, health or disaster-related.

#### Child Care - State Efforts to Alleviate Concerns r/t lack of child care

- Maryland's LOCATE free referral hotline for child care resources for Essential
- Personnel. See here or State website here. (March 25, 2020).

  New Hampshire establishes Emergency Child Care Collaborative. (March 26,
- 2020).

  <u>Pennsylvania</u> created an online tool for essential workers to find child care providers. See Online Search Tool and, for more information this Press Release. (March 27, 2020).

#### Utilities, Rent. Mortagae Protections

<u>Pilaryland</u>: Residential utility service providers prohibited from terminating services or assess late fees for late or non-payment for electric, gas, sewage, telegraph, telephone, water, cable, or internet services during State of



#### CONTACTUS Maryland: Residential utility service providers prohibited from terminating services or assess tale fees for late or non-payment for electric, gas, sewage, telegraph, telephone, water, cable, or internet services during State of Emergency. Executive Order issued March 16, 2020. Maryland: temporary prohibition issued for eviction proceedings against tenants suffering substantial loss of income due to COVID-19. Executive Order issued March 16, 2020. New Hampshire: Utility provides. HOME COMPANY SERVICES CAREERS STAFF · Renewal deadlines extended for nurses and other licensed professionals. Click Renewal deadlines extended for nurses and other licensed professionals. Clichere for more infot Temporary Changes and Walvers for professionals licensed by PA Board of Nursing, (last updated Harch 30, 2020). State Walvad Certain Licensing Requirements to Allow Retired Health Care Professionals to Practice During Coronavirus Emergency. See March 25, 2020 Announcement from PA Department of State. <u>New Hampsine</u>: Unity providers prohibited room disconnecting or discontinuing service for non-payment. Emergency Order 3 <u>New Hampsine</u>: Temporary prohibition on evictions and foreclosures for duration of the State of Emergency. Emergency Order 4 <u>New York</u>: New Your State mortgage servicers directed to provide 90-day mortgage relief to borrowers impacted by coronavirus. 90-day moratorium on evictions for residential and commercial tenants also implemented. For more information see Know Your Rights website or this additional guidance. Announcement from PA Department of State. Medical Doctors' Two-Facility Institutional License Limit Suspended on March 20, 2020. See Announcement. Some Requirements Temporarily Walve for Those Seeking Licensure as Psychologists, Social Workers, Therapits and Counselors. See March 26, 2020 information see know Your rights website of this additional gludance. Pannsylvanis Utilities under the Public Utility Commission (electric, natural gas, water, wastawater, telecommunication and steam) prohibited from being terminated. Click here for more information. PA residents struggling to pay utility bills are encouraged to contact their service providers for possible For all of the latest licensing waivers and extensions issued by the Pennsylvania Department of State, visit their COVID-19 specific website here. emergency assistance programs. <u>Pennsylvania</u>: residents struggling to cover mortgage payment or rent directed to contact lender or landlord. More information available here. · WV temporarily suspends certain rules in order expedite RN licensure. Click Provening any superior terms in the motion expense in the motion which here for more info. (Match 27, 2020) Out-of-state MDs and PAs, as well as Retired WV MDs and PAs can now register to practice in WV during the State of Emergency. For more information visit this Federal and State websites dedicated to providing COVID-19 updates and For all COVID-19 information released by the West Virginia RN Board, visit their Coronavirus.gov U.S. Center for Disease Control and Prevention ("CDC") Up-to-date announcements and information are also available on the official websites for: WV Board of Medicine and WV Board of Osteopathic Medicine. Guidance Issued by the CDC CDC Resources and Information for If You Are Sick or Caring for Someone Who is Sick Information for Cleaning and Disinfecting Your Home U.S. Department of Labor - Coronavirus Resources MD Department of Health COVID-19 website NH Department of Health & Human Services COVID-19 website NY Department of Health COVID-19 website PA Department of Health COVID-19 website WV Department of Health & Human Resources COVID-19 website

CAREERS HOME COMPANY SERVICES STAFF CONTACTUS

- Federal stimulus check (a.k.a. Economic Impact Payments) Where is mine?
   Visit IRS.Gov What you need to know for more information. (March 30, 2020).
   Pets and COVID-19: The CDC Answers Your FAQs here and offers additional
- . New York's "NYS on PAUSE" restrictions and closures EXTENDED until May
- States Require Use of Ivlask or Face Coverings in Public
  - New York Effective Wednesday April 15, at 8:00 p.m. Executive Order not yet available, but more info can be found in Chalirman's I-lemorandum 6-2020 and Interim Guidance from the NYS DOH
  - Maryland Effective Saturday April 18, at 7:00 a.m. See Executive Order for
  - more accaus, at page 3

    Pennsylvania Effective Sunday April 19, at 8:00 p.m. See Press
    Release or Official Order of the Secretary of PA Dept. of Health

    (Click here for guidance and DIY instructions from the CDC)





The Choice for Quality Correctional Health Care

April 26, 2022

Richard J. Emery, Colonel Saratoga County Correctional Facility 6010 County Farm Rd Ballston Spa, NY 12020

RE: Saratoga County Correctional Facility Pricing Analysis for Health Care Services

Dear Colonel Emery,

Thank you for our discussion and e-mail concerning PrimeCare Medical of New York, Inc.'s ("PrimeCare") ability to manage cost-effective and quality health care services at the Saratoga County Jail. After reviewing the information from our meeting, I know we can successfully manage and/or provide several different options for the health care services at the Saratoga County Jail. Based on our experience with several other similarly sized New York County Jails, I believe you would experience an enhancement to the overall effectiveness of health care provided, as well as a reduction in administrative burden. Currently, it is my understanding the County desires to retain management of psychiatric, mental health, and dental care services. I have prepared a few alternatives for your consideration, to include a selective health care service, a comprehensive services model, and a reduced / limited service (removal of psychiatric, mental health and dental) option.

# Selective Health Care Services

# Management Fee

To cover the expense of dedicated staff and administrative expenses PrimeCare would charge an annual management fee of \$15,000.00 for access to any of the below listed selective services. For each service/product selected the associated fees are listed below. We are confident given our experience and buying power we can obtain the below products and services at a lower cost than typically incurred by the County. If you would like us to perform an analysis as to this representation you can provide us 3 months of billing information the County is currently experiencing. We will run the data against what the exact products and services would be under our management and share the information with you.

Richard J. Emery, Colonel April 26, 2022 Page 2

## Billing and Consulting Services

PrimeCare would assume full responsibility for processing all health care claims. We would collect and review (scrub) all inmate health care claims through our electronic claims processing software and system (i.e., hospital invoices, specialty consult invoices, pharmacy invoices, laboratory invoices, radiology invoices, etc.).

PrimeCare pays the final claims amount and bills the County for reimbursement. Payment is due within thirty (30) days of receipt of the invoice. The invoice includes all supporting documentation. PrimeCare charges 5.00% on the amount <u>saved</u> as represented by the amount of the original invoice and the final amount paid.

The above Billing and Consulting services would include the processing of up to 30 claims per month. Our experience indicates for a facility of your size this number should cover most months. However, should there be any months with higher claim volume, PrimeCare will charge \$15.50 per claim over the allotted 30 per month claim limit.

#### Electronic Medical Records

PrimeCare will install and operate an Electronic Medical Records system (EMR). Our electronic medical record system is critical to effective medication management. Furthermore, inmate/patient Medication Administration Records (MAR) are available to the Providers during all clinical encounters. If Correctional Officers pass medication, they will be trained to properly document and administer all medications in the EMR. There is a start-up cost (one time) of \$5,000.00 with a monthly service fee of \$4.00 per inmate. This would include hosting and management of the system to include form development. Payment for the EMR shall commence once the computer system is operational.

#### Health Care Policies and Procedures

PrimeCare would review the Facility's Health Care Policies and Procedures. The evaluation is based upon the standards of the American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), the American Medical Association (AMA), Centers for Disease Control Protocols and Guidelines, State Boards of Medicine, Medical Licensing Rules and Regulations, and Federal OSHA Guidelines. PrimeCare will provide a written report to the County with recommended changes. The Health Care Policies and Procedures review fee is \$2,500.00. If a further on-site review is requested there will be additional charges for consulting, travel, food, and lodging.

Richard J. Emery, Colonel April 26, 2022 Page 3

# Medical Supplies and Equipment

Utilization of PrimeCare's subcontracted vendors and supply / equipment buying groups and networks. This will allow the County to receive significant discounts for all purchases. If requested, we will purchase an Electrocardiogram (EKG) Machine, Automated External Defibrillator, (AED) and Medication Cart for use at the facility. PrimeCare will also coordinate the maintenance, repair, and replacement of existing medical equipment. All costs associated with subcontracted vendors will be the fiscal responsibility of the County. PrimeCare will receive and initially pay the invoices and then bill the County for reimbursement within 30 days plus a 5.00% processing fee.

# Medical Waste Disposal

PrimeCare will contract medical waste disposal services through Stericyle, Inc. PrimeCare will ensure that all subcontracted medical waste disposal services meet all state licensing requirements. All costs associated with subcontracted vendors will be the fiscal responsibility of the County. PrimeCare will receive and initially pay the invoices and then bill the County for reimbursement within 30 days plus a 5.00% processing fee.

# Laboratory

PrimeCare will contract laboratory services. PrimeCare will ensure that all subcontracted laboratory services meet all state licensing requirements. All costs associated with the subcontracted vendor will be the fiscal responsibility of the County. PrimeCare will receive and initially pay the invoices and then bill the County for reimbursement within 30 days plus a 5.00% processing fee.

# Pharmacy

PrimeCare will contract for pharmacy services. PrimeCare will ensure the selected pharmacy shall comply with all state licensing. PrimeCare shall process and procure all mediations. All costs associated with the subcontracted vendor will be the fiscal responsibility of the County. PrimeCare will receive and initially pay the invoices and then bill the County for reimbursement within 30 days plus a 5.00% processing fee.

# X-Ray

PrimeCare will contract X-ray services. PrimeCare will ensure that all subcontracted X-ray services meet all state licensing requirements. All costs associated with the subcontracted vendor will be the fiscal responsibility of the County. PrimeCare will receive and initially pay the invoices and then bill the County for reimbursement within 30 days plus a 5.00% processing fee.

#### Limited Health Care Services

- PrimeCare would manage the contract. The health care services would be provided by Professional Medical Practice, P.C., Professional Dental Services, P.C., and Personalcare Registered Professional Nursing, P.C. (collectively referred to as "Contractors").
- Health care services start date to be negotiated. The recommended initial term of the agreement would be 3 years with 2 additional 1-year option periods, as mutually agreed upon by the parties in writing.
- Annual increases in compensation will be adjusted by the 12-month average of the Costof-Living Index for the U.S. City Average of Medical Care as published by the United States Department of Labor. However, such increases shall be no lower than 3.00 % per year.
- Physician / PA / CRNP on-call coverage 24 hours per day, 7 days per week.
- Staffing and pricing consistent with the charts set forth below will be provided.

Health Care	Services Per Week	
Position	Up to Hours Per Week	FTE
Medical Director / Physician	4.00	0.10
Physician Assistant (PA)	40.00	1.00
Dentist	4.00	0.10

Note: The above sample-staffing pattern can be modified at the Facility's request and/or as a result of operational medical needs. Staffing does not include federal / state / county holidays.

Summary of Expenses				
Fixed Costs:				
Medical Director / Physician	\$31,200.00			
Physician Assistant (PA)	\$187,200.00			
Dentist	\$30,160.00			
Variable Costs:				
Health Care Benefits / Professional Liability & Malpractice Insurance / Workers Compensation	\$72,155.41			
Insurance				
Total Per Year	\$320,715.41			
Total Per Month	\$26,726.28			

Richard J. Emery, Colonel April 26, 2022 Page 5

After your review, I look forward to continuing our discussion. We stand ready to implement the selected services covered by this proposal designed specifically for the health care delivery system at the Saratoga County Jail.

PrimeCare Medical of New York, Inc. is looking forward to this opportunity to develop a positive business partnership with Saratoga County. I am the direct point of contact for PrimeCare Medical of New York, Inc. relating to this proposal. If, however, there are any questions or concerns and I am not available, please do not hesitate to contact Thomas J. Weber, Esquire, Chief Executive Officer or Todd W. Haskins, Chief Operating Officer. All three of us are authorized to speak on behalf of the Corporation and negotiate contractual provisions for this contract.

Sincerely,

Brent W. Bavington, MBA, CCHP

President

Cc: Thomas J. Weber, Esquire, Chief Executive Officer

Todd W. Haskins, RN, BSN, CCHP, Chief Operating Officer



# SARATOGA COUNTY

**TO:** Steve Bulger, County Administrator Ridge Harris, Deputy County Administrator Michael Hartnett, County Attorney Therese Connolly, Clerk of the Board Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development Bridget Rider, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office

**DEPARTMENT: STOP DWI** 

DATE: 06/28/2022

**COMMITTEE:** Public Safety

RE: Acceptance of STOP-DWI funding

1. Is a Resolution Required:

# Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the acceptance of additional state aid from the New York State STOP-DWI Foundation, Inc. for DWI High Visibility Enforcement Campaign (HVEC) patrols and activities and amending the 2022 budget in relation thereto.

3. Specific Details on what the resolution will authorize:

Authorizing the Chairman and/or STOP-DWI Coordinator to execute any and all documents necessary to apply for and accept additional aid from the New York State STOP-DWI Foundation, Inc. in the amount of \$3,000 for use Saratoga County's STOP-DWI High Visibility Enforcement Campaign (HVEC) patrols and activities.

This column must be completed prior to submission of the request.

County Attorney's Office Consulted

Is a Budget Amend If yes, budget lines Any budget amend	Consulted	County Administrator's Off Consulted			
Please see atta	chments	for impacte	d budget lines. ines are impacted.)		
Revenue					
Account Number		Account	Name	Amount	
A.33.3502		Traffic	Safety Grant	\$3,000.00	
Expense		Account	N	A	
Account Number A.33.000.733	Λ	DWI (		Amount \$1,000.00	
A.33.000.733	_		County	\$2,000.00	
Source of Revenue					
Fund Balance	State	e Aid	Federal Aid	Other	
	ΥE	S			

# 5. Identify Budget Impact:

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted A.33.000.7330, A.33.000.7330
- b. Budget year impacted 2022
- c. Details

6.		ere Amendments to the Compensation Schedule?  YES or NO (If yes, provide details)  Human Resources Consulted
		Is a new position being created? Y N
	a.	Effective date
		Salary and grade
	b.	Is a new employee being hired? Y N
		Effective date of employment
		Salary and grade
		Appointed position:
		Term
	c.	Is this a reclassification? \( \bigcup Y \) \( \bigcup N \)
		Is this position currently vacant? Y N
		Is this position in the current year compensation plan? Y N
7.	Does	this item require hiring a Vendors/Contractors: Y N Purchasing Office Consulted
	a.	Were bids/proposals solicited: Y N Purchasing Office Consulted Purchasing Office Consulted
	b.	Type of Solicitation
	c.	Is the vendor/contractor a sole source: Y N
	d.	If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A
	e.	Commencement date of contract term:
	f.	Termination of contract date:
	g.	Contract renewal and term:
	h.	Contact information:
	i.	Is the vendor/contractor an LLC, PLLC or partnership:
	j.	State of vendor/contractor organization:
	k.	Is this a renewal agreement: Y N
	1.	Vendor/Contractor comment/remarks:

8.	Is a g	grant being accepted: YES or NO County Administrator's Office Consulted
	a.	Source of grant funding:
		State
	b.	Agency granting funds:
		NYS STOP-DWI Foundation
	c.	Amount of grant:
		\$3,000.00
	d.	Purpose grant will be used for:
		STOP-DWI High Visibility Enforcement Campaign (HVEC)
	e.	Equipment and/or services being purchased with the grant:
		none
	f.	Time period grant covers:
		10/01/2021 - 09/30/2022
	g.	Amount of county matching funds:
		none
	h.	Administrative fee to County:
		none
9.	Suppo	orting Documentation:
	•	Marked-up previous resolution
		<u>-</u> 1
		No Markup, per consultation with County Attorney
		Program information summary
		Copy of proposal or estimate
	•	Copy of grant award notification and information
		Other
10.	Ren	narks:
~~ <b>.</b>		e attachment
	J6	o attaoninont

S70P-DWI Foundation, Inc.



May 31, 2022

Captain Dan Morley Saratoga County STOP-DWI Via E-Mail

Re: Allocation of Additional Crackdown Funds

Dear Captain:

As you are aware Saratoga County was allocated \$28,000 in HVEC funds for the grant cycle of October 1, 2021 through September 30, 2022.

Please accept this letter as official notification that effective today the NYS STOP-DWI Foundation has increased the Saratoga County allotted HVEC funding by an additional \$3,000. This additional allocation is subject to use under the same criteria as the original funds granted.

Should you have any questions or require any additional information, please feel free to contact me or Grant Administrator, Pam Aini.

Sincerely,

Tracy Mance

Tracy Mance, Chairperson NYS STOP-DWI Foundation, Inc.



# SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 126 - 2021

PUBLIC SAFETY

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith

AUTHORIZING THE ACCEPTANCE OF ADDITIONAL STATE AID FROM THE NEW YORK STATE STOP-DWI FOUNDATION, INC. FOR DWI GRACKDOWN PROGRAM PATROLS AND ACTIVITIES AND AMENDING THE 2021 BUDGET IN RELATION THERETO

HIGH VISIBILITY AND AME ENGAGEMENT CAMPAIGN (HVEC)

147-2022

WHEREAS, Resolution 89-2021 authorized renewal and implementation of our local STOP-DWI program and its participation in the 2021 New York State program; and

2022 \$ 3,000

WHEREAS, additional state funding is available in the amount of \$1,500 through the New York State STOP-DWI Foundation, Inc. for use in local DWI Crackdown Program patrols and activities during the grant cycle of October 1, 2020 through September 30, 2021; and 2021

HVEC

WHEREAS, our Public Safety Committee and the STOP-DWI Coordinator have \$7,000 recommended acceptance of these additional program funds in the amount of \$1,500 and appropriation of the funds into Saratoga County's 2021 STOP-DWI Program budget for the aforementioned purpose; and

WHEREAS, the acceptance of these additional funds requires approval of this Board; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the County STOP-DWI Coordinator are hereby authorized and directed to execute any and all documents necessary to apply for and accept additional aid from the New York State STOP-DWI Foundation, Inc. in the amount of \$1,500 for use in Saratoga County's STOP-DWI Crackdown Program patrols and activities; and it is further

2022

RESOLVED, that the 2021 County Budget is amended as follows:

#### **STOP-DWI**

**Appropriations:** 

Increase Account #A.33.000-7330 DWI Grants
Increase Account #A.33.000-7330.I DWI County

\$ 500 \$1,000

\$1,000 \$7,0

**\$**:

\$1,500

\$1.500 \$ 3,000

Revenues:

Increase Account #A.33-3502 Traffic Safety Grant

BUDGET IMPACT STATEMENT: None. 100% State Aid.