



Health & Human Services Committee

Wednesday, November 2, 2022 4PM

40 McMaster Street, Ballston Spa, NY

Chair: Phil Barrett

Members:

C. Eric Butler
Eric Connolly
Diana Edwards
John Lant
Jonathan Schopf-VC
Tom Wood

- I. Welcome and Attendance
- II. Approval of the minutes of the October 5, 2022 meeting.
- III. Mental Health & Addiction – Dr. Michael Prezioso
 - a. Authorizing a renewal agreement with TenEleven Group, Inc for Eletronic Health Record System
 - b. Authorizing an agreement with Alcohol and Substance Abuse Prevention Council of Saratoga Inc. for Family Navigator Services
 - c. Authorizing ongoing Mental Health contracts
- IV. Department of Aging and Youth Services – Sandi Cross
 - a. Authorizing the acceptance of funding from the NYS Office of Children and Family Services (OCFS) for Youth Sports and Education and amending the 2022 budget in relation thereto.
 - b. Authorizing the acceptance of additional State Aide from the NYS Office of Children and Family Services (OCFS) for Runaway Homeless Youth Programs and Services and amening the contract with Captain Community Human Service to provide Runaway Homeless Youth Programs and Services, and amending the 2022 budget in relation thereto.
- V. Department of Health – Dr. Daniel Kuhles
 - a. SCDOH COVID-19 Booster vaccination clinics
 - b. NYS Polio Update
 - c. Community Health Assessment update
- VI. Authorizing a contract with the Saratoga County Prevention Council to provide Certified Peer Recovery Advocate referral services to the Saratoga County Sheriff's Office and Veterans Service Agency – Steve Bulger, County Administrator.
- VII. Other Business
- VIII. Adjournment

To view the webcast live or once recorded, go to <https://www.saratogacountyny.gov/meetings/2022-meetings/>



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: Mental Health and Addiction Services

DATE: 10/26/22

COMMITTEE: Health and Human Services

RE: Renewing the contract with TenElevenGroup, LLC

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

Authorizing the renewal of the contract with TenEleven Group, LLC

3. Specific Details on what the resolution will authorize:

The proposed resolution will authorize the County of Saratoga to renew the contract with TenEleven Group, LLC to provide and support an Electronic Health Record (EHR). The EHR will ensure compliance with Federal regulatory requirements for tracking, reporting, billing, interoperability, and health information exchange. The proposed renewal is under review by the County Attorney at this time and will be subject to the County Attorney's approval.

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.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **A.43.431-8160, 433-8160, 434-8160**
- b. Budget year impacted **2023**
- c. Details

Funds have been included in the 2023 tentative budget. Total contract amount for five years is \$335,100 (\$67,020 annually). This includes monthly fees of \$4,307, and an additional \$1278 per month for Ability Clearinghouse fees.

6. Are there Amendments to the Compensation Schedule?

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 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

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation **Sole Source**

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: **December 15, 2022**

f. Termination of contract date: **60 months**

g. Contract renewal and term: **N/A**

h. Contact information: **David Mills, Account Executive
859-912-1686**

i. Is the vendor/contractor an LLC, PLLC or partnership: **LLC**

j. State of vendor/contractor organization: **Delaware**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

TenEleven is the current EHR provider for this department and was chosen by RFP.

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input checked="" type="checkbox"/>
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- 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. Supporting 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 Res 225-2017, Current TenEleven Contract, Proposed Master Agreement and Business Associate Agreement

10. Remarks:

Master Agreement and BAA are subject to approval by the County Attorney.

10/17/17



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~225-2017~~

~~Introduced by Supervisors DeLucia, Barrett, Lucia, Johnson, Martin, Richardson and Szezepaniak~~

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AUTHORIZING AN AGREEMENT WITH TENELEVEN GROUP, INC. FOR THE PURCHASE OF AN ELECTRONIC HEALTH RECORD (EHR) SYSTEM FOR SARATOGA COUNTY MENTAL HEALTH AND ADDICTION SERVICES, AND AMENDING THE BUDGET IN RELATION THERETO

WHEREAS, ~~pursuant to resolution 225-2017, the County of Saratoga, acting by and through it's Saratoga County Mental Health and Addiction Services, entered into an agreement with TenEleven Group Inc. Saratoga County Mental Health and Addiction Services solicited proposals~~ for the development, installation, maintenance and support of an Electronic Health Record ("EHR") system; and

WHEREAS, an EHR system will ensure compliance with Federal regulatory requirements for tracking, reporting, billing, interoperability, and health information exchange, and will facilitate patient scheduling and the maintenance of clinical treatment documentation; and

WHEREAS, ~~the contract for TenEleven Group Inc. will expire on December 14, 2022 our Public Health Committee and the Commissioner of Mental Health and Addiction Services have recommended that the proposal of TenEleven Group, Inc. for the installation of an EHR system for Saratoga County Mental Health and Addiction Services, the lowest proposal received, be accepted;~~ now, therefore be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement ~~renewing the contract~~ with TenEleven Group, Inc. of East Amherst, New York, ~~for commencing on December 15, 2022 and terminating on December 14, 2027 for the installation support and maintenance and support~~ of an Electronic Health Record system for Saratoga County Mental Health and Addiction Services for a term of five years at an annual cost of ~~\$54,68067.020~~ for hosting, maintenance and claims/eligibility transactions, ~~plus one time setup and travel costs in the amount of \$107,040,~~ with total costs not to exceed ~~\$379,815335.100~~; 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 the 2017 Saratoga County Budget is amended as follows:~~

MENTAL HEALTH AND ADDICTION SERVICES

~~Appropriations:~~

Increase Acct: #1 43 434 7033 Personal Computers	\$ 14,175
Increase Acct: #1 43 434 8160 Data Processing Fees	105,125
Increase Acct: #1 43 434 8520 Software	5,250
	\$124,550

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Revenues:

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Increase Acct: #1 0599.M Fund Balance	\$124,550
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RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: Hardware, software and 2017 costs for TenEleven support are covered by state aid and will require an appropriation from fund balance of \$124,550 in order to reappropriate unspent revenues received in 2015. Funds for this contract have been placed in the 2023 Tentative Budget.



PROPOSAL FOR:

**SARATOGA COUNTY MENTAL HEALTH
CENTER**

**135 SOUTH BROADWAY
SARATOGA SPRINGS, NY 12866**

OCTOBER 24, 2022

PRICING VALID UNTIL NOVEMBER 24, 2022

Prepared by:

Wendi Peters
Account Executive

205-223-9797
wendi.peters@therapybrands.com

Presented to:

Theodore T. Nusierz, Jr.
Chair of the Board of Supervisors,
Saratoga County
518-584-9030
moreausuper@townofmoreau.org

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WHY ORGANIZATIONS CHOOSE TENELEVEN

TenEleven's objective is to provide you with more than a record keeping system. We deliver innovative software solutions that streamline workflow, optimize revenue, and increase regulatory compliance.

eCR™ represents the integration of scheduling, clinical treatment documentation, billing, and reporting that are designed to fit your process and specific program requirements.

Configurable & Flexible Functionality

- Because **eCR™** is built as a forms based and rules based system with individual user access levels, Saratoga County MHC will be able to configure the system to match your daily workflows and processes.

“We vetted over 15 different vendors, and only TenEleven was flexible enough to fit our business process.”

Nadine Ranger-Akinyemi
Director of Social Support Services
Bridging Access to Care – Brooklyn, NY

Prevent Compliance Claw-backs

- Agencies that use **eCR™** experience little, to zero, claw-backs as the result of regulatory audits. The system includes protections against billing without proper documentation that assist in preventing your agency from owing money as a result of audit findings.

Improve Revenue Cycle

- The efficiency of the **eCR™** billing module will give Saratoga County MHC the tools to bill regularly and effectively for the services you provide. **eCR™** users often report significant improvements in their revenue payment cycles shortly after fully implementing the system.

“Our biggest area of improvement from eCR was around our revenue cycle. We now have reports that we can run to track the payments that have come in, the payments that have not come in, collect co-insurances; we can monitor all that.”

Kristy D’Angelo
Vice President of Behavioral Health Services
Gateway-Longview – Buffalo, NY

IMPLEMENTATION OVERVIEW

TenEleven understands that Saratoga County MHC is looking for an electronic record keeping system to manage the end-to-end process of your behavioral health programs. In order to ensure that your solution works for you, and not against you, TenEleven will execute a complete **Business Process Implementation** for Saratoga County MHC.

Implementation Highlights

- **A Business Process Review** at the beginning of your implementation will assess your current or “as-is” processes, and then together TenEleven and Saratoga County MHC will map a future “to-be” process to configure **eCR™** against.
- **Your Project Manager** will schedule web-conferences and on site meetings as needed to help you configure your program charts, set administrative defaults, and train your core team on the system.
- **Go-Live** will be supported with TenEleven personnel on-site who can help support and make final adjustments to ease your agency into your new system

With TenEleven’s mantra, **Business Drives & Technology Enables**, you can be sure that **eCR™** will be configured to support all of Saratoga County MHC’s business processes.

BUSINESS PROCESS REVIEW

Your implementation will begin with a Business Process Review, where TenEleven and Saratoga County MHC will work together to understand your processes and talk about any changes you might want to be. The two components of this review are the “as-is” and “to-be” processes.

As-Is Process

- The as-is process answers the question: **how do you do business today?**
- We will work together to diagram the day-to-day workflows, and client movements that drive your organization forward.

To-Be Process

- The to-be process answers the question: **how do you want to do business tomorrow?**
- TenEleven and Saratoga County MHC will determine any processes that will be replaced by the system, or desired changes you want to make. This will enable **eCR™** to be implemented to reinforce your processes, not force you to change them.

PROJECT MANAGEMENT

During your implementation, Saratoga County MHC will work with one of TenEleven's experienced Project Managers to build your locations, programs, and patient charts that match and support your desired processes.

Your Project Manager will travel on-site as determined by TenEleven and Saratoga County MHC in addition to virtual conference calls to help you:

- Create your charts from the 1,400+ forms in the Forms Library
- Configure your levels of care and service modalities
- Import any existing client demographic information
- Set agency and program rules, alerts, and defaults
- Input insurance information and configure billing
- Train the Saratoga County MHC core team of super users
- Any special considerations Saratoga County MHC may have

Your Project Manager will work with you to achieve deadlines and milestones with the goal of Saratoga County MHC using **eCR™** in a live clinical environment.

GO-LIVE

Your first days of live use with **eCR™** will be supported with your Project Manager on-site. The preparation leading up to your Go-Live is designed to make your agency's first live use a seamless transition. However, Saratoga County MHC can be assured that you will have the hands-on support of your Project Manager, who will act as a liaison with the TenEleven home office to facilitate any issues that may arise, and document any final adjustments that might need to take place.

The first days of live use with **eCR™** will set the tone for your end user experience, and everything leading up to your Go-Live is intended get your administrators and your end users to hit the ground running.

eCR™ SOLUTION FOR SARATOGA COUNTY MHC-

DESCRIPTION OF SERVICES

The EHR solution for Saratoga County MHC must be able to cover your business process from end-to-end. TenEleven's proposed solution will ensure that you have all the tools at your disposal to configure a customized system to accommodate all your levels of care and different program or location needs. And it's all wrapped into an easy to use interface that will have your end users up and running in no time.

PROGRAM CHARTS

Administrators will find it easy to configure new levels of care and service programs, while service providers will find the Active Chart structure easy to use. Charts are built so that available forms appear on the right side of the client chart in list form. When a form has been edited and saved it will move to the Selected Chart (left side) of the Chart Details screen and it will be crossed off on the Available Forms screen (right side). If users attempt to view, add, or edit forms for which they do not have permissions, they will be prevented from doing so.

Key features of the Active Chart

- Access levels to restrict visibility of charts
- Basic demographic and diagnosis information at a glance
- Specific charts configured for each program
- "Breadcrumbs" to show at a glance exactly where the patient is in your process – Referral, Intake, Wait List, Admitted or Discharged
- Indication of how much of the chart has been completed

Forms Library

Build out your program charts from the eCR™ Forms Library's 1,400+ forms, including industry recognized outcomes tools and other copywritten forms. The eCR™ Forms Library has everything you need to build comprehensive chart structures across all of your programs.

- Consent Forms
- Assessments
- Treatment Plans
- Progress Notes
- Outcomes Measures

SCHEDULER

The eCR™ Scheduler supports all the modern functionality of a calendar including; the ability to view multiple provider schedules at once, to drag and drop capabilities for changing appointment dates and times, and to integrate with the chart. Additionally, the integration with the chart can prompt the provider to complete a progress note for all appointments that have been “checked-in” for their appointments

Other standard features include:

- Individual client appointments
- Recurring appointments
- Group appointments
- Appointment reminder function
- Missed appointment follow-up
- Flexible provider schedule setups

BILLING & FINANCIAL MANAGEMENT

After the conclusion of the Transitional Revenue Cycle Management services, your agency may decide to resume billing in-house. Should you choose this direction, the Billing and Financial Management features of eCR™ have everything you need to submit your claims in a timely manner to get, and keep, control of your accounts receivable.

Billing features include the option of submission to clearing houses or direct electronic submission of claims to local payers. Specific functionality includes:

- Claims scrubbing performed prior to submittal
- Payment posting against individual reimbursed claims
- Payer requirements built into software
- Self-pay billing and administration
- Recording visits and capturing patient demographic information
- Visit capture-multiple methods
- Display of acknowledgement reports
- Reporting includes aged accounts receivable
- Audit account balances
- Daily/monthly balance and proof
- Financial and statistical

You will be able to manage and track all aspects of patient billing and financial status of the clinical process.

REPORTING & ANALYTICS

eCR™ includes a **reporting** module that provides you access to all billing, regulatory compliance, and clinical data for meaningful reporting that has more than 180 standard reports and the ability to create custom visualizations for easy filtering and analytics exercises.

Standard Reports

The **eCR™** standard reporting module includes a number of reports that can be viewed and filtered by various criteria, and can be easily exported to Microsoft Excel for further manipulation.

- Compliance to Business Rules
- Appointment to Progress Note Reconciliation
- Regulatory Compliance
- CANS-MH, DLA-20 (and other treatment outcome reports)
- And more...

Data Visualizations

eCR™ also includes **Outcomes Dashboards** for key operational management reports and clinical outcomes, complete with the ability to drill down to both small and large sample size data. Easily view your agency's data in bar graphs, line graphs, maps, pie charts, and so much more.

The starter dashboard pack includes:

- Administrative
- Patient Outcomes
- Clinical Operations
- Financial Analysis

Additionally, you will be able to manipulate and develop your own dashboards for a more specialized analysis of your agency.

ADDITIONAL MODULES & PREMIUM FUNCTIONALITY

Category	Module	One-Time Set Up & Training Costs	Monthly Support	Qty	One-Time Set Up & Training Discount
eRX	EPCS (per provider*) (this option includes eRx)	1,402.50	96.00	9	100%
Interface	Health Information Exchange Interface (per HIE)	1,000.00	170.00	1	100%
Compliance	Accounting of Disclosures Module	300.00	28.05	1	100%
Compliance	DLA-20 Assessment Tool	300.00	52.00	1	100%
Compliance	Communications Log	600.00	105.00	1	100%
Forms	FormLab (Custom Forms Module per user)	300.00	52.00	1	100%
Patient	Patient Form Portal (\$2 per # of contractual users, minimum \$1,683 per year)	-	150.00	75	
VPN	VPN Solution - Mobile Users (\$6 user / month)	-	450.00	75	
	Total Additional Module Fees:	#####	1,871.05		
	Discounted AM Fees	\$0			
	Total AM Discount %	100%			

<p>* "Provider" is defined as any Authorized End User that has legal authority to sign prescriptions</p> <p>** EPCS w PDMP - assumes Dr First has PDMP functionality in the agencies physical state</p> <p>*** File Submissions currently available: FASAMS, BHCD, OASAS (PAS44, PAS45, PAS46, PAS61), OMH PCS, DARMHA, ICE, DARTS)</p> <p>**** Separate agreement with an appointment reminder company (Intrado/ConfirmIT) is required and a transaction fee will be charged by that provider</p> <p>***** Available MIPS measures: MIPS Quality ID's 130, 134, 226, 383, 391, 402, 370, 431</p>

PROGRAMS COVERED

- OASAS Outpatient
- OASAS IOS/IOP
- OMH Mental Health Outpatient
- HCBS
- CORE

APPROVALS

Each party has full power and authority to enter into and perform this proposal, and the person signing this proposal on behalf of each party has been properly authorized and empowered to enter into this proposal. Each party further acknowledges that it has read this proposal, understands it, and agrees to be bound by it.

AGREED TO:

TenEleven Group LLC		The County of Saratoga, acting by and through its Saratoga County Mental Health and Addiction Services	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

MASTER AGREEMENT

This Master Agreement is entered into by and between TenEleven Group, LLC (“TenEleven”), and **The County of Saratoga, acting by and through its Saratoga County Mental Health and Addiction Services**, with primary offices at 135 South Broadway, Saratoga Springs, NY 12866 (“**Customer**”). TenEleven and Customer are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Whereas TenEleven is a technology and services provider that develops health information technology;

Whereas Customer desires to use TenEleven software and services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and incorporating the recitals set forth above, the Parties agree as follows:

1. Definitions

Access Credentials means the credentials provided by TenEleven that allow Customer to access Software or Services for operational use. Access Credentials may mean a username, log-in, password, serial key, or other electronic code.

Agreement means this Master Agreement, the Business Associate Agreement, the purchase schedule, any amendment, and any other attachment or statement of work associated with TenEleven’s Services and Software.

Confidential Information means information designated as confidential in writing or information which out to be in good faith consideration confidential and proprietary to the disclosing Party (“Confidential Information”). Confidential Information of Customer does not include any Customer Data that TenEleven de-identifies in accordance with this Agreement. Confidential Information of TenEleven includes, but is not limited to, the terms and conditions of this Agreement, any Purchase Schedule, all trade secrets, software, source code, Database, Access Credentials, information about Software or Services/any non-user facing aspect of the Software or Services, object code, specifications, documentation, business plans, roadmaps, customer lists and customer-related information, financial information, proposals, budgets, the results of testing and benchmarking of the Software or Services, and any information related to the pre-market testing and development of any Software or Service. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (1) is or becomes generally known or available to the public through no fault of the receiving Party, (2) was lawfully in the receiving Party’s possession before receipt from the disclosing Party without a duty of confidentiality, (3) is lawfully obtained from a third Party who has the right to make such disclosure on a non-confidential basis, or (4) has been independently developed by one Party without reference to any Confidential Information of the other.

Customer Data means any data and information that Customer or its users provide, generate, transfer, or make available to TenEleven under this Agreement, whether printed, electronic, or in any other format. Customer Data shall not include any De-identified Data that TenEleven de-identifies in accordance with this Agreement.

Customizations means custom programming, which includes but is not limited to customized configurations, displays, formats, and reports.

Data Center means an entity that houses servers which host any applicable Services.

Database means the relational database provided to support the Software or Services.

De-identified Data means PHI and Personally Identifiable Information (“PII”) that is stripped of its identifiable elements, in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations, so as to render the individual’s data de-identified.

Documentation means user guides, instructions, release notes, manuals, online help files, and other materials made available by TenEleven which describe the use of the Software or Services.

Effective Date. The Effective Date is the beginning of the Term as specified on the initial purchase schedule.

Endpoint Security Software means software that protects endpoints from cybersecurity risks. This includes, without limitation, anti-virus software, firewalls, intrusion detection, and other software used to protect a computing system.

Healthcare Providers means, collectively, (1) Healthcare Providers who bill for the delivery of healthcare services, whether under their own National Provider Identifier (“NPI”) of an organization; (2) Healthcare Providers who provide a revenue generating services, whether billed under that provider’s NPI or otherwise.

Intellectual Property means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which TenEleven has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

Personnel means a Party’s employees, agents, contractors, and subcontractors.

Professional Services means any Professional Services and Billing Services offered by TenEleven, and any service defined as such in its corresponding Documentation or an applicable Purchase Schedule, Statement of Work, or Order Form, or similar contract document.

Protected Health Information or **PHI** has the meaning ascribed to such term at 45 CFR § 160.103.

Protected Materials means Software, Services, Customizations, training materials, or TenEleven Intellectual Property or Confidential Information.

Professional Services means any Professional Services and Billing Services offered by TenEleven, and any service defined as such in its corresponding Documentation or an applicable Purchase Schedule, Statement of Work, or Order Form, or similar contract document.

Software and Services means TenEleven-developed, licensed, or owned software product in machine readable object code (not source code), associated Database, the Documentation for any such product, and any associated Updates as described in its Documentation. Software includes any data base and licensed third party products. Software and Services includes any services defined as such in its corresponding Documentation or an applicable Purchase Schedule, Statement of Work, or Order Form or similar contract document.

Updates means major and minor releases, maintenance releases, corrections, other changes to the Software and Services. Updates exclude new products, modules, or functionality for which TenEleven charges a separate fee.

Users means any individual to whom Access Credentials are issued.

2. Purpose and Scope

2(a) **Master Agreement.** This Master Agreement establishes the terms and conditions applicable to all software, services, and products that Customer orders from TenEleven. Additional product or service-specific terms and conditions may be set forth in one or more “Attachments” that will become part of this Agreement when the product or service associated with such Attachments is purchased or licensed by Customer. All references to Master Agreement mean this document, exclusive of Attachments, Purchase Schedules, and Exhibits. All references to the “Agreement” mean, collectively, this Master Agreement, the Business Associate Agreement, any Attachments, amendments to this Master Agreement, and exhibits executed by the Parties. From time to time the Parties may execute or agree to additional Attachments, Purchase Schedules, or Exhibits under the terms of this Master Agreement.

2(b) **Purchase Schedules.** “Purchase Schedule” means the document(s), regardless of title, executed by the Parties which incorporates by reference the terms of this Master Agreement as well as applicable Attachments and Exhibits, and describes order-specific information, such as description of products or services ordered, license metrics, and fees. After execution of the initial Purchase Schedule, Customer may purchase additional Software or Services, or otherwise purchase additional license under subsequent Purchase Schedules executed by both Parties to the Agreement.

3. Financial & Payment Terms

3(a) **Fees and Payment Terms.** Fees and payment terms are specified in the applicable Purchase Schedule. Unless otherwise provided in the Purchase Schedule, the initial non-recurring fee(s) specified on the Purchase Schedule are due on the date the applicable Purchase Schedule is signed. All payments are non-refundable. Unless otherwise specified in the applicable Purchase Schedule, payment of all fees is due thirty (30) days after the invoice date. All payments must be in US dollars. Prices and fees are subject to taxes and shipping, freight and handling charges, as applicable. Customer will make payments by Automated Clearinghouse (“ACH”) or credit card. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Credit card payments are subject to an additional merchant’s fee. Unless expressly provided for otherwise, fees paid or payable for Software or Services are not contingent under any circumstances upon the performance of any other Services, and may not be withheld. Payment of fees are under no circumstances subject or conditioned by the delivery of future

products or functionality. Customer shall reimburse TenEleven for each non-sufficient fund charge TenEleven incurs for any payment made by Customer.

3(b) **Taxes.** Unless expressly provided for otherwise, the prices in this Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on TenEleven's net income, arising out of this Agreement. If Customer is tax-exempt, Customer agrees to provide TenEleven a copy of its tax-exempt certificate prior to execution of any Purchase Schedule. Customer agrees to indemnify TenEleven from any liability or expense incurred as a result of Customer's failure or delay in paying taxes due.

3(c) **Pass Through Fees.** Customer agrees to pay for any increase in fees that are charged to TenEleven by third Parties and increase for reasons outside of TenEleven's control.

3(d) **Minimums.** Customer understands and agrees that fees are based on the number of licenses purchased, and that the number of licenses provided in the initial Purchase Schedule are minimum amount that Customer has committed to for the relevant term and cannot be decreased during such term. In the event Customer's actual need exceeds the number of licenses for each relevant Software or Service, then Customer must purchase additional licenses at TenEleven's then current rates.

3(e) **Increase in Fees.** All rates indicated shall increase, at Company's option: (1) by five percent (5%), or (2) the most recent aggregate change in the Consumer Price Index, every twelve (12) months. "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index.

3(f) **Payment Disputes.** Customer must indicate that it is disputing any fees or expenses, in writing, within ten (10) business days of receipt of the invoice specifying such fees or expenses.

4. Confidentiality

4(a) **Non-Disclosure.** Each Party will protect the other Party's Confidential Information from unauthorized dissemination and use the same degree of care that each Party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to further the purposes of this Agreement or as otherwise authorized herein. Neither Party will disclose to third Parties Confidential Information without prior written consent of the other Party except as authorized herein.

4(b) **Compelled Disclosure.** The receiving Party may disclose Confidential Information of the disclosing Party if its compelled by law to do so, provided the receiving Party gives the disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

4(c) **Copyright Placement.** TenEleven's placement of a copyright notice on any such portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of TenEleven.

4(d) The Confidentiality obligations of this Agreement do not apply to any communication from Customer regarding (1) the usability of any health IT, (2) the interoperability of any health IT, (3) the security of any health IT, (4) any relevant information regarding users' experiences when using health IT, (5) the business practices of TenEleven related to exchanging electronic health information, and the manner in which a user of the health IT has used such technology.

4(e) **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damage.

4(f) **System Monitoring.** TenEleven, its affiliates, Data Centers, and Clearinghouses may monitor Customer's usage, performance, and operation of the Software and Services using electronic, remote, and other means without notice to Customer.

5. Reservation of Rights

(5)(a) **Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by TenEleven and its licensors. Customer acknowledges that: (1) all Protected Materials are licensed and not sold; (2) Customer acquires only the right to use the Protected Materials and TenEleven and its licensors shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including without limitation (whether developed by TenEleven, Customer or a third Party) (a) Intellectual Property embodied or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of TenEleven and its licensors. Customer agrees to secure and protect the Protected Materials consistent with the maintenance of TenEleven's and its licensors' rights therein, as set forth in this Master Agreement. Customer agrees to execute such further instruments, and take such further actions as TenEleven may reasonably request, at TenEleven's expense, to apply for, register, perfect, confirm, and protect TenEleven's rights. Customer shall reimburse TenEleven for any and all expenses that TenEleven may incur (including interest, attorneys' fees and other legal expenses) in connection with TenEleven's efforts to enforce its rights against Customer with respect to the Protected Materials, or any of TenEleven's Intellectual Property rights in the event TenEleven prevails in such enforcement efforts.

(5)(b) **Restrictions.** Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third Party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) copy, decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than those who have licenses to access; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third Parties, or otherwise use the same on a 'service bureau' basis; (vii) otherwise use or copy the Protected Materials except as expressly permitted herein; or (viii) remove from any Protected Materials identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. For the avoidance of doubt, Customer may copy or reproduce Protected Materials for the limited purpose of creating internal training materials for use by Customer employees or agents in connection with their use of the Software and Services, provided that such materials are destroyed upon the termination of this Agreement. Customer shall ensure that all users of the Protected Materials comply with the terms and conditions of this Agreement, and shall promptly notify TenEleven of any actual or suspected violation. Further, Customer will cooperate with TenEleven with respect to investigation and enforcement of this Agreement.

6. Customer Responsibilities.

6(a) Customer is responsible for obtaining, deploying, and maintaining all computer hardware, software, modems, routers, or other equipment necessary for its Users to access and use the Software and Services as described in the Documentation. If any hardware, equipment, or third-Party software supplied by Customer impairs Customer's system, causes it to fail, not to operate properly in connection with this Customer's system, TenEleven shall have no liability for such impairment, failure, or improper operation.

6(b) **Users' Compliance.** Customer assumes sole responsibility and liability for any Users' compliance with the terms and conditions of this Agreement. Customer further assumes sole responsibility and liability for results obtained from the use of Protected Materials and for conclusions drawn from such use. TenEleven shall have no liability for any claims, losses, or damages arising out of or in connection with Customer's or any of its Users use of the Protected Materials, any third-Party products, services, software, or websites that are accessed via links from within the Software or Services.

6(c) **Healthcare Providers' Responsibility.** Customer acknowledges and agrees that TenEleven is not a Healthcare Provider. Customer further agrees and acknowledges that TenEleven does not provide 24/7, synchronous, or emergency alerting. In the event that Software or Services, or any Database or any report or information generated from the Software and Services is used in connection with any diagnosis or treatment, Customer accepts all liability for such diagnosis or treatment. Customer agrees that the sole and exclusive responsibility for any medical decisions or actions with respect to a patient's medical care and for determining the accuracy, completeness, or appropriateness of any diagnostic, clinical, or medical information provided by the Software or the Services and any underlying Database resides solely with the Healthcare Provider. TenEleven assumes no responsibility for how such materials are used. The choice with respect to when and how to use the Software or Services and any Database is the Healthcare Provider's responsibility and the same is to be used at the Healthcare Provider's discretion. Customer understands and agrees that the responsibility for medical treatment rests with the Healthcare Provider. None of the Databases, Software, or Services provided hereunder are intended in any way to suggest any procedures, medication, or physical findings for the patient or eliminate, replace, or substitute for, in whole or in part, the Healthcare Provider's judgment and analysis of a patient's condition. Customer is wholly responsible for obtaining all required patient consents or other authorizations necessary for Customer's or any Users' use of the Software or Services, including, without limitation, clinical data exchange or population health management services. Customer represents, warrants, and covenants that it shall comply with all relevant laws relating to the privacy and security of PHI and Personally Identifiable Information ("PII").

6(d) **Payers, Billing, and Overpayment.** Customer acknowledges and agrees that Customer is solely responsible for refunding any overpayment from a federal, state, or commercial payer, and is also responsible for complying with any unclaimed property laws. Unless specified separately in a Purchase Schedule or other amendment to this Agreement, Customer shall be solely responsible for billing any claims with the appropriate payers. Further, unless specified separately in a Purchase Schedule or other amendment to this Agreement, Customer shall be solely responsible for submitting reports and other data to applicable payers and other entities that may request it, such as auditors.

7. Customer Data.

7(a) **Limited License.** Customer hereby grants TenEleven a limited, non-exclusive, royalty-free, worldwide license to use, reproduce, aggregate, and modify Customer Data and to perform all acts as necessary for TenEleven to provide the Software and Services to the Customer. Such license shall also

permit TenEleven to use or modify the Customer Data for the purposes of creating De-identified Data from PII and PHI contained in the Customer Data. TenEleven intends to use De-identified, aggregated with the de-identified data of other TenEleven customers, to enable TenEleven to provide its customers more targeted, accurate, and useful insights.

7(b) **De-Identified Data.** Ownership of and all rights associated with the De-identified Data, including without limitation, those associated with Intellectual Property, shall vest with TenEleven upon the de-identification of the data. TenEleven may use, create, modify, aggregate, and disclose De-identified Data for any purpose not prohibited by law. TenEleven

7(c) **Customer Data.** As between Customer and TenEleven, all right, title, and interest in the Customer Data belong to and are retained solely by Customer.

7(d) **Feedback License.** TenEleven owns all right, title, and interest in and to any suggestion, enhancement, request, recommendation, or other feedback related to the Software and Services provided by Customer. Feedback shall not be considered Customer's Confidential Information pursuant to this Agreement.

8. Representations and Warranties

8(a) **Compliance Warranty.** Each Party represents, warrants and covenants that such Party has conducted reasonable inquiry and based thereon is informed and believes that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) its acceptance of and performance under this Agreement will not breach any oral or written agreement with any third Party or any obligation owed by it to any third Party to keep any information or materials in confidence or in trust; and (c) it will comply with any and all applicable local, state, and/or national laws or regulations applicable to such Party, including, without limitation, those related to PHI, Covered Entities, and Business Associates as each term is defined under HIPAA, and to any other laws or regulations regarding data privacy and transmission of personal data.

8(b) **HIPAA.** Each Party, to the extent applicable, will comply with laws and regulations applicable to the privacy and security of individually identifiable health information, including but not limited to state laws and regulations and the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and/or regulations promulgated thereunder ("HIPAA Regulations"). State law, HIPAA, HITECH, HIPAA Regulations and other federal laws and regulations are hereafter referred to collectively as "Privacy Laws". The Business Associate Agreement executed between the Parties, attached hereto as Exhibit B and hereby incorporated by reference, further describes the Parties' obligations with respect to compliance with HIPAA, HITECH, and HIPAA Regulations, and is hereby incorporated into this Agreement by reference.

8(c) **Warranty.** TenEleven warrants that, for the Term, the Software and Services will operate in all material respects in conformity with the functional specifications described in the Documentation. TenEleven further warrants that Professional Services will be performed in a professional and workmanlike manner. If the Software and Services or Professional Services do not perform or are not performed as warranted during the Term, TenEleven shall use commercially reasonable efforts to correct errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify TenEleven in writing of its claim. Provided that such claim is determined by TenEleven to be TenEleven's responsibility, TenEleven shall, within 30 days of its receipt of Customer's written notice, (i) correct such

Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from TenEleven, then TenEleven or Customer may terminate the affected Service or Software, or Professional Service, and Customer will be entitled to, at TenEleven's election, (i) a substantially similar replacement Software and Service, or Professional Service, or (ii) termination of the Agreement. The preceding warranty cure shall constitute TenEleven's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

8(d) **Third Party Products.** Customer acknowledges that certain portions of the Software and Services may contain Third Party Products. TenEleven may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. TenEleven makes no warranty with respect to any Third Party Products. Customer's sole remedy with respect to such Third Party Products shall be pursuant to the original licensor's warranty, if any, to TenEleven, to the extent permitted by the original licensor. Third Party Products are made available on an "AS IS, AS AVAILABLE" BASIS.

9. Disclaimers and Limitation of Liability.

9(a) **Warranty Disclaimer.** THE WARRANTIES, IF ANY, SET FORTH IN THE AGREEMENT ARE IN LIEUE OF ANY OTHER WARRANTY. TENELEVEN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE ACCURACY OR USEFULNESS OF THE SOFTWARE OR SERVICE OR PROFESSIONAL SERVICE OR ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM PAST PRACTICE OR TRADE USE. WITHOUT LIMITING THE FOREGOING, TENELEVEN MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR SERVICE, OR DATABASE, OR STORAGE OF DATA, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF OR ANY PROFESSIONAL SERVICE, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF VIRUSES OR OTHER HARMFUL CODE, ERROR-FREE, OR THAT THE RESULTS OBTAINED FROM THE SERVICE OR PROCESSING OF DATA (OR ANY SOFTWARE OR OTHER CONTENT CONTAINED IN OR PROVIDED THROUGH THE SERVICE) ARE ACCURATE OR RELIABLE. FOR THE AVOIDANCE OF ANY DOUBT, TENELEVEN FURTHER EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS RELATED TO THE ELIGIBILITY FOR, TIMING, AND AMOUNT OF REIMBURSEMENT FROM ANY FEDERAL, STATE, OR COMMERCIAL PAYER THAT MAY RESULT FROM CUSTOMER'S USE OF THE SOFTWARE OR SERVICES. **TENELEVEN RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND IMPROVEMENTS TO THE PROTECTED MATERIALS AT ANY TIME AND WITHOUT NOTICE.**

9(b) CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE THE CUSTOMER'S INTENDED RESULTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND SOFTWARE, AND CUSTOMER DATA, AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, TENELEVEN CANNOT AND DOES NOT

GUARANTEE THE PRIVACY, SECURITY, OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

9(c) **Excluded Damages.** IN NO EVENT WILL TENELEVEN, ITS LICENSORS, CLEARINGHOUSES, DATA CENTERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ITS USERS OR ANY OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, WHETHER OR NOT TENELEVEN HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9(d) **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, TENELEVEN, ITS LICENSORS', CLEARINGHOUSES', DATA CENTERS', AND SUPPLIERS' TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID TO TENELEVEN DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

9(e) **Limitation of Action.** No action (regardless of form) arising out of this Agreement may be commenced by Customer against TenEleven more than two (2) years after the cause of action arose.

9(f) **Transaction Accuracy.** If any information received from Customer and transmitted to a payer, pharmacy, or lab is not accurate as a result of a failure by TenEleven or any third party services provider, then the sole obligation and liability of TenEleven shall be to make reasonably commercial efforts to reperform the transaction. Neither TenEleven nor any third party services provider shall be liable for any actual or alleged monetary loss resulting from the use or inability to use any Software or Service. Any claims under this section must be asserted in writing within thirty (30) days after the transmission of the transaction on which such claim is based. Customer agrees to promptly provide TenEleven any documentation reasonably requested by TenEleven to support such a claim under this section.

9(g) **Transaction Services Limitations.** Neither TenEleven nor any third party services provider will have any (i) responsibility for determining the accuracy of any transaction, (ii) responsibility for settling disagreements or disputes between a payer, pharmacy, lab, and/or Customer, or (iii) any liability for the acts or omissions of a payer, pharmacy, lab, or Customer.

9(g) **Basis of the Bargain.** CUSTOMER ACKNOWLEDGES AND AGREES THAT TENELEVEN HAS OFFERED ITS SERVICES AND SOFTWARE AND ENTERED INTO THIS AGREEMENT TO WHICH IT IS A PARTY IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN CUSTOMER AND TENELEVEN, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND TENELEVEN. CUSTOMER ACKNOWLEDGES AND AGREES THAT TENELEVEN WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE TO CUSTOMER ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

10. Indemnification

10(a) **Indemnification by Customer.** Customer shall indemnify and hold harmless TenEleven and its officers, directors, employees and agents (“TenEleven Indemnified Parties”), from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys’ fees and expenses) (“Losses”), arising, directly or indirectly, out of or relating to any claim, action or proceeding (a “Claim”) brought by a third Party based on (i) the improper use or operation of the Software or Services (and any third Party software provided to Customer pursuant to this Agreement) by Users and/or Customer, including, without limitation, any non-authorized use of Customer’s user logins, provided, however, that Customer shall have no indemnification obligation for any claim for which the proximate cause was the gross negligence or willful misconduct of TenEleven; (ii) a breach of the Agreement by Customer or any of its Users, (iii) the accuracy, quality, integrity, legality, reliability or appropriateness of Customer Data or any other content or data introduced to the Software and Services by any User; (iv) violation of any applicable law, rule or regulation by Customer or any of the Users, (v) the diagnosis and/or treatment of any of Customer’s patients; and/or (vi) the negligent acts or willful misconduct of Customer or its personnel. Customer will pay all Losses (whether by settlement or award of by a final judicial judgment) incurred by the TenEleven Indemnified Parties from any such Claim.

10(b) **Indemnification by TenEleven.** Subject to limitations of liability as set forth in Section 9, TenEleven agrees to defend Customer and its officers, directors, employees and agents (a “Customer Indemnified Party”) from and against any Claims brought by a third Party resulting from or arising out of (i) the unauthorized disclosure by TenEleven of PHI in breach of the Business Associate Agreement by TenEleven; and (ii) a successful claim that the Software or Services infringes or misappropriates the patent, trade secret, trademark, copyright or other Intellectual Property Rights of any third Party (an “Infringement Claim”). TenEleven will pay all Losses (whether by settlement or award of by a final judicial judgment) incurred by the Customer Indemnified Parties from any such Claim.

11. Termination

11(a) **Term.** This Agreement shall remain effective and in place pursuant to the Term specified in the initial Purchase Schedule. In no event shall the Term be fewer than twelve (12) months from the Effective Date.

11(b) **Renewal.** This Agreement shall automatically renew for subsequent additional terms equal in duration to the initial Term of the Agreement as specified in the initial purchase schedule, unless either Party as provided at least ninety (90) days prior written notice to the other Party that it does not wish to renew the Agreement.

11(c) **Nonpayment.** If Customer fails to make timely payments of any fees, (1) Customer shall be in material breach of this Agreement, (2) TenEleven shall be entitled to collection all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then-current term of the applicable Software and Services are immediately due and owing, and (3) Customer shall be responsible to pay any collection expenses, including reasonable attorneys’ fees, incurred by TenEleven.

11(d) **Suspension of Services.** TenEleven will be entitled to suspend any or all services upon fifteen (15) days written notice to Customer in the event Customer is in breach of this Agreement.

11(e) **Mutual Agreement.** This Agreement shall terminate upon the mutual written agreement of Customer and TenEleven as of the date of signature or other effective date set forth on the written instrument.

11(f) **Material Breach & Cure Period.** Either Party may terminate this Agreement following a material breach by the other Party which is not cured during the Cure Period. The non-breaching Party shall notify the breaching Party of the breach in writing and the breaching Party shall have thirty (30) days (the “*Cure Period*”) to cure the breach or to provide the nonbreaching Party with a plan reasonably acceptable to the nonbreaching Party for curing the breach following receipt of the notification. If the breaching Party fails to cure the breach within the Cure Period or according to a plan reasonably acceptable to the nonbreaching Party, then the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

11(g) **Bankruptcy.** TenEleven may terminate this Agreement if, with respect to Customer, there is a filing of a voluntary or involuntary petition in bankruptcy if such petition is not dismissed within thirty (30) days of such filing or upon the appointment of a receiver or trustee to take possession of all, or substantially all, of Customer’s assets, if such appointment is not terminated withing thirty (30) days.

11(h) **Exclusion.** Either Party may terminate the Agreement if the other is excluded from participation in Medicare.

11(i) **Legal Conflicts with the Agreement.** TenEleven may terminate this Agreement for any reason provided by legal counsel that termination is required to avoid a violation of law if the arrangement were to continue under the existing terms of the Agreement, to the extent the Parties are unable to mutually agree to reformation terms.

11(j) **Effect of Termination.** Unless otherwise stated below, upon expiration or termination of this Agreement for any reason, (a) the license(s) shall terminate and the Customer shall not use or access, directly or indirectly, the Software and Services; (b) TenEleven’s obligation to perform support services shall cease; and (c) all fees and other amounts owed to TenEleven will be immediately due and payable by Customer. If Customer has made any copies of TenEleven property or materials, including without limitation the Software and Services, Customer shall either destroy or return to TenEleven all such copies along with a certificate signed by Customer that all such copies have been either destroyed or returned, respectively, and that no copy or any part of the aforementioned software, data or materials has been retained by Customer in any form.

11(k) **Data Export.** Upon termination of this Agreement, Customer shall bear the full responsibility for the migration of its data to new software or services. TenEleven will provide data exports and any other assistance related to the migration of its data according to the terms and at the rate(s) specified in the attached Transition Services Amendment, subject to the price increases provided for in this Agreement.

12. Miscellaneous

12(a) **Insurance.** Customer shall maintain, at its own expense and in the minimum amounts specified herein, and TenEleven shall be named as an additional insured on each policy: (1) Professional Errors & Omissions insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate. (2) Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.

12(b) **Non-solicitation and Noncompete.** Customer acknowledges and agrees that the employees and contractors of TenEleven who perform the Services are a valuable asset to TenEleven, that TenEleven expended significant resources in recruiting and training such employees and contractors, and that such employees and contractors are and would be difficult for TenEleven to replace. Accordingly, Customer agrees that, for the term of this Agreement and for a period of twelve (12) months thereafter, it will not offer to retain any such employee or contractor, whether as an employee, independent contractor or otherwise. In the event Customer breaches the prohibition against solicitation, the parties agree that it would be difficult to determine the amount of actual damages to TenEleven that would result from such breach. The parties further agree that in the event Customer breaches the provisions of this section, Customer shall pay TenEleven liquidated damages equal to one-hundred (100) percent of such employee or contractor's annualized compensation, which is the parties' good faith estimate of the amount of damages to TenEleven from such breach. Additionally, during the Term of this Agreement and for two (2) years thereafter, Customer is prohibited from directly or indirectly creating, operating, or managing a service, program, legal entity, or business model that in any way competes with TenEleven business model or operations. A breach of this Section will be considered a material breach of the Agreement and will allow for termination for Cause and subsequent legal action.

12(c) **Subcontractors.** TenEleven may use its affiliates or subcontractors to perform its obligations hereunder.

12(d) **Notices.** Any notices, requests, consents, demands or other communications required or permitted under this Agreement will be in writing and deemed to have been duly given either: (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested), delivered personally by commercial courier, or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier; and in each case to the Parties at the following addresses (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid. Notices to TenEleven shall be sent to the following address: Attention: Legal Counsel, 2 20th St. N., Ste. 500, Birmingham, AL 35203. Notices to Customer shall be sent to the address specified in the Purchase Schedule.

12(e) **Amendment.** Except as may otherwise be specified in this Agreement, this Agreement may be modified, changed or amended only by a dated written instrument executed by a duly authorized person of each Party.

12(f) **Waiver; Severability.** The failure of any Party to insist in any one or more instances upon performance of any term of this Agreement will not be construed as a waiver of future performance of the term, and the Party's obligations for the term will continue in full force and effect. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire Agreement in that jurisdiction.

12(g) **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TenEleven may assign or transfer this Agreement, without Customer's consent, to any of TenEleven's affiliates, subsidiaries, entities controlled by or under common control with TenEleven, or in the event of a merger, change of control or sale of substantially all of its assets. This Agreement will bind the Parties and their respective successors and assigns and will inure to the benefit of the Parties and their respective permitted successors and assigns.

12(h) **Force Majeure.** If any Party is unable to perform any of its obligations under this Agreement (other than payment obligations) because of any cause beyond the reasonable control of and not the fault of the Party invoking this section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing Party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, such non-performing Party will give prompt notice to the other Party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences.

12(i) **Relationship of the Parties.** The sole relationship between the Parties is that of independent contractors. This Agreement will not create a joint venture, partnership, agency, employment or other relationship between the Parties. Nothing in this Agreement will be construed to create any rights or obligations except among the Parties; and no person or entity will be regarded as a third-Party beneficiary of this Agreement, except as otherwise provided in this Agreement.

12(j) **Survival.** Any term of this Agreement that contemplates performance after termination of this Agreement will survive expiration or termination and continue until fully satisfied.

12(k) **System Availability.** Customer understands that as part of scheduled maintenance and other planned downtime events, as well as certain events outside of TenEleven's direct control resulting in unplanned downtime events, Customer's access to the Software and Services, hosted by either TenEleven or Customer, may be partially or completely restricted.

12(l) **Versioning.** TenEleven shall only support the most recent version of its Software

12(m) **Anti-Kickback Statute.** The Parties to this Agreement certify that this Agreement and any payments made, or items or services provided hereunder were determined in a manner that does not take into account the volume or value of referrals or business generated between the Parties. The Parties agree that this Agreement and their relationship is intended to comply with 42 U.S.C. Section 1320a-7b, commonly referred to as the Anti-Kickback Statute.

12(n) **Injunctive Relief.** The Parties agree that, in the event of any breach of any of the covenants and agreements set forth in this Agreement, the non-breaching Party would encounter extreme difficulty in attempting to prove the actual amount of damages suffered by it as a result of such breach and would not have adequate remedy at law in such event. The Parties therefore agree that, in addition to any other remedy available at law or in equity, in the event of such breach, the non-breaching Party shall be entitled to seek and receive specific performance and temporary, preliminary and permanent injunctive relief from violation of any of said covenants and agreements from any court of competent jurisdiction without necessity of proving the amount of any actual damage resulting from such breach and without the necessity to post a bond or other security.

12(o) **Interpretation.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any attachment or purchase schedule, the terms of this Master Agreement shall control unless the purchase schedule or attachment expressly states the intent to supersede a specific portion of the Master Agreement. To the extent that any provision of this Agreement conflicts with the provisions of a third Party EULA, the terms of that third Party EULA will take precedence. To the extent that any provision of this Agreement conflicts with the Business Associate Agreement, the Business Associate Agreement shall take precedence.

12(p) **Headings and Drafting.** The headings in this Agreement shall not be used to construe or interpret the Agreement. This Agreement shall not be construed in favor of or against a Party based on the author of the document.

12(q) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the Parties agree that facsimile, pdf scanned copies of signatures, and/or documents executed using any secure online or electronic signature system (e.g. HelloSign) shall be as effective and binding as original signatures.

12(r) **Prior Agreements.** If, prior to the Effective Date, Customer purchased or licensed from TenEleven, or any of its predecessors or affiliates, software, services or other products pursuant to any license agreement(s) or similar contract(s) (such agreement(s) being the “Prior Agreement”): (i) All Prior Agreements are hereby terminated as of the Effective Date and are of no further effect and this Agreement governs the entirety of the Parties’ relationship at all times, provided that obligations for payments not yet made and obligations of confidentiality shall survive termination of the Prior Agreement.

12(s) **Publicity.** Neither Party will issue any press release or other voluntary public communication regarding this Agreement or the relationship described by this Agreement without giving the other Party an opportunity to review and comment upon such communication and obtaining the written consent of the other Party. Notwithstanding the foregoing sentence, during the term of this Agreement, TenEleven may identify Customer publicly as TenEleven customer in press releases, on its website, or otherwise, and Customer may identify TenEleven publicly as a vendor of Customer in press releases, on its website, or otherwise, provided that such identification does not reveal any terms of this Agreement beyond the basic nature of the services provided and does not mischaracterize the relationship. In addition, Customer agrees to release a joint press release upon the execution of this Agreement, subject to Customer’s reasonable prior review and approval.

12(t) **Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Protected Materials are not exported, directly or indirectly, in violation of United States law.

12(u) **Entire Agreement.** This Agreement, including all applicable attachments and purchase schedules, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

12(v) **No Third Party Beneficiaries.** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third Party, including any employee of a Party, any client of a Party, or any employee of a client of a Party.

12(w) **Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Agreement.

12(x) **Class Action Waiver.** The Parties agree that any litigation arising out of or relating to this Agreement may only be maintained on an individual basis, and any right to pursue any claims arising out of or relating to this Agreement may not consolidate more than one Party’s individual claims or be raised on behalf of a class of Parties.

12(y) **Governing Law and Venue; Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the appropriate complex business litigation division of the state or federal courts located in or encompassing, as the case may be, Birmingham, Alabama, to whose exclusive jurisdiction the Parties hereby consent. In any court action governed by this section, the prevailing party will be entitled to its costs and reasonable attorney’s fees, in addition to any other relief to which that party may be entitled.

DATED THIS _____ day of _____, 20____.

Mary Carol Morrissey, VP of Sales
Therapy Brands

Signature

DATED THIS _____ day of _____, 20____.

Theodore T. Kusnierz, Jr., Chair of the Board of Supervisors
Saratoga County

Signature

PROFESSIONAL SERVICES ATTACHMENT FOR BILLING AND OTHER SERVICES

1. Statements of Work.

1.1 Statements of Work. From time to time, Customer and TenEleven may agree on certain Professional Services to be performed, and in that case shall prepare a statement of work in substantially the form set forth in **Exhibit A**, or in such other form as agreed upon by the parties (a “**Statement of Work**”). Each Statement of Work, upon execution by both of the parties hereto, will be incorporated into the underlying Master Agreement between the Parties. TenEleven shall perform for Customer the services described in each Statement of Work (“**Professional Services**”). Customer shall comply with the obligations designated as the responsibility of Customer, if any, set forth in each Statement of Work. During the term set forth in any Statement of Work, TenEleven may incur substantial increases in technology and/or personnel costs due to changes in the law, Customer requirements, or other unforeseen

events, to protect the confidentiality, integrity, privacy and availability of Customer data. In such cases, TenEleven may update the fees in any current Statement of Work to reflect such changes and provide written notice thereof to Customer with the updated Statement of Work (an “**Updated SOW**”). Customer shall have fourteen (14) calendar days, commencing on the day TenEleven provides Customer with the updated Statement of Work (“**Review Period**”), to review the updated fee structure. During any Review Period Customer may elect to terminate the applicable Statement of Work by (a) providing written notice thereof to TenEleven during the Review Period (a “**Termination Notice**”), and (b) paying TenEleven for all amounts then due to TenEleven pursuant to the Statement of Work (a “**SOW Termination**”). Additionally, after receiving a Termination Notice TenEleven shall provide Customer with an invoice for any amounts owed for Professional Services but not yet due and outstanding at the time of the Termination, and Customer shall pay TenEleven for all such amounts. Thereafter the parties shall have no further obligations to each other pursuant to the applicable Statement of Work. If Customer does not provide a Termination Notice to TenEleven during any applicable Review Period the Updated SOW shall go into effect on the first day following the Review Period and it shall supersede and replace the prior Statement of Work.

1.2 Change Orders. If the parties mutually agree to change the terms of a Statement of Work (other than pursuant to the procedure described above in Section 1.1), including but not limited to the type or amount of Professional Services to be performed, the parties shall prepare and execute a written change order (a “**Change Order**”) stating, at a minimum: (a) the effective date of the Change Order; (b) the specific changes, with reference to the affected sections of the Statement of Work; and (c) the effect of the changes on any fees or other amounts to be paid under the Statement of Work. Once executed, a Change Order will become a part of, and will be incorporated into, the related Statement of Work.

1.3 Lost Time. TenEleven’s obligations are subject to the complete and timely compliance by Customer with Customer’s obligations set forth herein and in any applicable Statement of Work. In addition to any Customer obligations set forth in a Statement of Work, Customer shall, in a timely manner: (a) provide TenEleven with all data TenEleven needs to perform the Professional Services including diagnostic codes, billing codes, and payer information; (b) ensure the necessity and appropriateness of the Professional Services, and the accuracy and completeness of the coding of all claims which are submitted to TenEleven and its systems; (c) perform such tasks and provide such tangible and intangible items that are requested by TenEleven and that are deemed reasonably necessary for TenEleven to perform Professional Services, including, but not limited to, providing relevant or requested insurance payer or patient correspondence, and access to payer portals. The remainder of this Section will only apply to Professional Services performed by TenEleven pursuant to a Statement of Work on a fixed-fee or fixed-percentage basis. Any delays or additional costs incurred by TenEleven during the course of a fixed-fee or fixed-percentage engagement as a result of Customer’s failure to provide timely and properly the cooperation described in this Attachment (“**Lost Time**”) shall be the responsibility of Customer and payment for all Lost Time shall be made to TenEleven at TenEleven’s then-current rates. Any payments for Lost Time will be in addition to any fixed-fee or fixed-percentage for Professional Services. “Lost Time” will include without limitation: (i) any time TenEleven stands idle as a result of any failure of Customer to comply with Customer’s obligations as set forth herein or in the applicable Statement of Work, and (ii) any time and materials expended by TenEleven that are demonstrated by TenEleven to have been the result of an error or discrepancy in materials, technology or information provided by Customer rather than errors by TenEleven.

2. Compensation.

2.1 Professional Services. Customer shall pay TenEleven for performing the Professional Services as stated in the related Statement of Work. All rates indicated shall increase, at TenEleven's option: (1) by five percent (5%), or (2) the most recent aggregate change in the Consumer Price Index, every twelve (12) months. "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index.

2.2 Payments. TenEleven shall invoice Customer for all amounts on or after the due date. Payment terms are net thirty (30) days. Any amounts due to TenEleven under this Attachment not received by the date due will be subject to a service charge of 1.5% per month, or the maximum charge permitted by law, whichever is less. All payments are non-refundable. Unless expressly provided for otherwise, fees paid or payable for Professional Services are not contingent under any circumstances upon the performance of any other Professional Services, and may not be withheld.

3. Term and Termination.

3.1 Term. Any Statement of Work will commence on the Effective Date and will continue until terminated as provided in this Section 3.

3.2 At-Will Termination. If one or more Statements of Work is in effect, either party may terminate this without cause no less than ninety (90) days prior to the last day of the term of the Statement of Work with the latest end date. If Customer terminates any Statement of Work pursuant to the prior sentence, Customer shall pay TenEleven, for each effected Statement of Work, the remainder of the term's anticipated fees based on the greater of (a) estimated volume or (b) the running average of monthly fees that were accrued at the point of early termination.

3.3 Termination for Material Breach. If either party defaults in the performance of any of its material obligations under any Statement of Work and such default is not corrected within thirty (30) days after receiving written thereof from the other party, the non-defaulting party may, at its option, terminate this the applicable Statement of Work by giving written notice thereof to the defaulting party, in addition to any other remedies it may have. Notwithstanding the foregoing or any of TenEleven's other remedies, TenEleven may immediately terminate the Professional Services provided pursuant to a Statement of Work if Customer, as determined by TenEleven in its sole discretion, (a) engages in fraudulent or questionable billing practices, (b) behaves in an unprofessional manner, or (c) did not accurately describe to TenEleven, prior to the execution of any Statement of Work, the processes and billing complexities inherent to Customer's business, and the inaccuracies create an extraordinary burden on TenEleven to fulfill the terms of any applicable Statement of Work. Without limiting TenEleven's rights pursuant to the foregoing, if TenEleven terminates this Agreement pursuant this Section 3.3, Customer shall, in addition to all other remedies TenEleven may have, pay TenEleven, for each Statement of Work then in effect, the remainder of the term's anticipated fees based on the greater of (a) estimated volume or (b) the running average of monthly fees that were accrued at the point of early termination. Upon any termination pursuant to this Section 3.3, Customer shall also pay to TenEleven all fees for Professional Services performed by TenEleven.

3.4 TenEleven will be entitled to suspend any or all Professional Services upon fifteen (15) days notices to Customer in the event Customer is in breach of the terms of this Attachment.

4. Warranties; Disclaimer; Indemnity; Limitation of Liability.

4.1 Customer Warranty. Customer represents and warrants that: (a) Customer complies with all applicable laws regarding the collection, use, disclosure, storage and processing of data; (b) all of the data and materials Customer provides to TenEleven is accurate and truthful, and complies with all applicable laws, rules, and regulations; and (c) TenEleven has the right to use, store, disclose and process such data and material to perform Professional Services as described in a Statement of Work.

4.2 Indemnity. Customer shall indemnify and hold TenEleven and its employees and officers harmless from any fees, damages (including reasonable attorneys' fees), and other costs incurred by TenEleven or its employees or officers arising from any breach by Customer of its warranties under this Attachment.

6. Privacy Requirements. The parties agree to the following with regard to the processing of Personal Information and DP Law. "**Personal Information**" means information that identifies, relates to, or describes an identifiable natural person, or, where applicable, "**Personal Information**" has the same meaning as set forth in the California Consumer Protection Act ("**CCPA**"). "**DP Law**" means the applicable data privacy law of the jurisdiction in which Customer or TenEleven operate (including, but not limited to the CCPA), and any implementing laws, regulations, and secondary legislation as amended or updated from time to time.

6.1 TenEleven will ensure that it and/or any person acting under TenEleven's authority will (a) handle Personal Information in compliance with DP Law; (b) retain, use, disclose, transfer, or otherwise process Personal Information only for the specified purpose of performing Professional Services for Customer in accordance with the terms of this Attachment, an applicable Statement of Work, or other written instruction; (iii) not sell the Personal Information of Customer; (iv) offer, where required by DP Law, reasonable assistance to Customer regarding any request to provide, amend, transfer or delete Personal Information or to stop, mitigate, or remedy any unauthorized processing of Personal Information; (v) promptly notify Customer of any requests or complaints with respect to use of Personal Information received by TenEleven, though Customer is solely responsible for verifying any requestor's identity and responding to such requests.

6.2 Customer and TenEleven shall be separately responsible for compliance with DP Law. Customer shall (i) inform TenEleven without undue delay and comprehensively about any errors or irregularities regarding the processing of Personal Information detected; (ii) be solely responsible for notification and/or consent obligations toward the subjects of Personal Information and any relevant regulatory authorities required by DP Law; (iii) notify TenEleven immediately of any revoked consent or requests to cease processing of Personal Information.

6.3 To the extent permitted by DP Law, TenEleven may aggregate, deidentify, or anonymize Personal Information or Protected Health Information so it no longer meets the definition of Personal Information or Protected Health Information, and may use such aggregated, deidentified, or anonymized data for its own business purpose or commercial purpose. TenEleven will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized Personal Information.

6.4 Customer authorizes TenEleven to disclose or transfer Personal Information to, or allow access to Personal Information by, third parties solely for purposes of providing the Professional Services for

Customer. TenEleven will, prior to any disclosure, ensure the third-party is held to obligations concerning Personal Information substantially similar to those in this Attachment.

7. Miscellaneous.

7.1 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Attachment.

7.2 PHI. Customer will not send Protected Health Information (which shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501) until TenEleven and Customer have fully executed a Business Associate Agreement.

7.3 Exclusivity. During the Term specified in any applicable Statement of Work, Customer agrees that TenEleven will be the exclusive provider of the Professional Services specified in the applicable Statement(s) of Work at all present or future locations, sites, or facilities that Customer owns or controls. Customer shall not solicit bids, quotes, or contracts another provider of the Professional Services during the Term of any applicable Statement of Work for the provision of Professional Services to such additional locations, sites, or facilities not presently covered by this Agreement.

DATED THIS _____ day of _____, 20____.

Mary Carol Morrissey, VP of Sales
Therapy Brands

Signature

DATED THIS _____ day of _____, 20____.

Theodore T. Kusnierz, Jr., Chair of the Board of Supervisors
Saratoga County

Signature

AMA SUPPLEMENTAL LICENSE TERMS ATTACHMENT

These American Medical Association (“AMA”) Supplemental License Terms, as amended from time to time (“AMA Supplemental Terms”), constitute the supplemental license terms of the AMA as a third-party vendor to TenEleven and an intended third-party beneficiary of the Master Agreement between Customer and TenEleven. These AMA Supplemental Terms are hereby incorporated into the Master Agreement for all of TenEleven’s products (“TenEleven Product(s)”), without need for further action.

1. **Grant of Rights, Restrictions, and Obligations:**

- (a) TenEleven uses content from the print publication Current Procedural Terminology, Fourth Edition (CPT), which is copyrighted by the American Medical Association. CPT® is a registered trademark of the AMA.
- (b) TenEleven as a party to a license agreement with the AMA (“AMA License”) is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use CPT content in the TenEleven Products for the sole purpose of internal use by Customer within the United States. The fees for the sublicense will be included on Customer’s invoice for the TenEleven Products and collected by the TenEleven from Customer for payment to the AMA. The sublicense granted hereunder shall automatically terminate upon termination of the AMA License unless prior written consent of AMA is obtained by the TenEleven or a direct license between Customer and the AMA is entered.
- (c) The provision of updated CPT content in the TenEleven Products is dependent on a continuing contractual relationship between the TenEleven and the AMA.
- (d) Customer is prohibited from making CPT content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the TenEleven’s products, or a copy or portion of CPT content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.
- (e) Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the CPT content is at Customer’s sole risk and the CPT content is provided “as is” without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The CPT content does not replace the AMA’s Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the CPT content should be used only as a guide.
- (f) Customer is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the TenEleven, of the same type as required of the TenEleven under the AMA License. All records and reports required under this section shall be subject to audit by the AMA.

2. **Notices:**

- (a) Customer understands and acknowledges that CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA.
- (b) *U.S. Government Customers.* CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This Agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

3. **Miscellaneous:**

- (a) Customer must ensure that anyone with authorized access to the TenEleven's software services will comply with the provisions of these AMA Supplemental Terms.
- (b) AMA shall be a third-party beneficiary of these AMA Supplemental Terms.
- (c) Customer expressly consents to the release of its name to the AMA in connection with royalty payments for use of CPT content in the TenEleven's software services.

DATED _____

Mary Carol Morrissey, VP of Sales
Therapy Brands

Signature

DATED _____

Theodore T. Kusnierz, Jr., Chair of the Board of Supervisors
Saratoga County

Signature

TENELEVEN GROUP INC.

SOFTWARE as a SERVICE (SaaS)
LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement"), made and entered into this 15 th day of December, 2017 by and between TenEleven Group Inc., a Delaware corporation having its principal offices at 6047 Transit Road, East Amherst, New York 14051 (hereinafter "Licensor"), and The County of Saratoga, acting by and through its Saratoga County Mental Health and Addiction Services, with an office for the place of business at 135 South Broadway, Saratoga Springs, New York 12866 hereinafter "Licensee").

RECITALS

WHEREAS, this Agreement and the proposal substantially in the form attached hereto as Exhibit A executed by Licensee pursuant to this Agreement (the "Licensee Order") call for Licensee to use Licensed Programs hosted, operated and maintained by Licensor (the "Software");

WHEREAS, Licensor wishes to provide the Software to Licensee as a hosted application service and Licensee wishes to obtain such services (the "Services") from Licensor on the terms and subject to the conditions set forth in this Agreement and the Licensee Order.

Licensor and Licensee, intending to be legally bound, hereby covenant and agree as follows:

Section 1.
DEFINITIONS

In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

1.1. "Acceptance" means the occurrence of the conditions set forth in Section 6.3 hereof.

1.1A. "Affiliate" means, with respect to any specified person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with such person.

1.2. "Certificate of Completion" means the written certification (Exhibit E), delivered to Licensee and signed by an authorized representative of Licensor, stating that any Defects in the System discovered after Implementation have been corrected as required under this Agreement and that the System complies in all material respects with the System Specifications.

1.3. "Defect"

has the meaning given to such term in Exhibit B hereto.

1.4. "Documentation"

has the meaning given to such term in Exhibit B hereto.

1.4A. "Enhancement" means any modification or addition that, when made or added to the Licensed Programs, adds functionality that is not described in the Specifications or Documentation.

1.4B. “Equipment” means equipment, if any, sold by Licensor to Licensee under this Agreement.

1.5. “Hosting Equipment” means the computer hardware, communications equipment, data lines, redundant power supplies, back-up systems, physical security devices, operating system software, data bases, data base drivers and other third party software applications located at Licensor’s data center and necessary to enable Authorized Users to utilize the Licensed Programs, and to ensure that the System performs in accordance with the System Specifications. For greater clarity, Hosting Equipment does not include (a) any connectivity from the Licensee Premises or the Authorized Users to Licensor’s data center, or (b) any Licensee Equipment.

1.6. “Implementation” means the implementation of the Licensed Programs at the Licensee Premises so that the Licensed Programs, made available as a hosted service, are available to Licensee Personnel in accordance with Licensor specifications in all material respects. Implementation shall be deemed completed for all purposes under this Agreement when the Implementation Test is passed.

1.6A. “Implementation Test” means the test of the Licensed Programs to be conducted by Licensor at the Licensee Premises, upon at least five business days’ prior written notice delivered to Licensee, to demonstrate that the Licensed Programs, made available as a hosted service, conform to Licensor specifications in all material respects. Such notices shall state that Licensee Personnel are accorded the opportunity to be present at the Implementation Test.

1.7. “Licensee” means the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of operating the System.

1.8. “Licensee Equipment” means the Local Area Network (LAN) central processing units (CPUs), including all terminals, and other components thereof, situated at Licensee Premises.

1.9. “Licensee Facilities” means the space, environment, and other facilities as specified in Exhibit A attached hereto, located at the Licensee Premises and to be provided by Licensee under this Agreement in connection with the operation of the System.

1.10. “Licensee Personnel” means all persons engaged from time to time as officers, employees, agents, or independent contractors of Licensee.

1.11. “Licensee Premises” means those premises occupied by Licensee at the locations specified on Exhibit A attached hereto.

1.12. “LAN” means a limited-distance distributed processing network that comprises the Licensee Equipment and supporting communication facilities interconnected by a transmission medium in order to facilitate the inter-exchange of data.

1.13. “Licensed Programs” means the computer programming code in object code (i.e., machine-readable) form identified and described as Licensed Programs in Exhibit A attached hereto, and for greater clarity shall include any Enhancements provided by Licensor to Licensee.

1.14. “System” means the electronic Clinical Record Suite (eCR), including Licensed Programs and Documentation, and modifications thereto and updates thereof furnished by Licensor pursuant to the terms hereof, all as set forth at Exhibit A attached hereto.

1.15. “Fees” means the fees set forth in Section 5 hereof, as the same may be amended in accordance with the terms hereof.

1.16. “Regulatory Requirements” means the generally applicable Federal, State and/or Local mandated regulatory and billing changes affecting Hospitals and behavioral health programs.

1.17. “Authorized Users” means: (a) Licensee, and their collective employees, authorized agents, students (medical, nursing and other students), volunteers, nurses, physicians, medical staff members, and all technologists, clinicians and other personnel and agents on staff or otherwise associated with Licensee; (b) nurses, technologists and other clinicians associated with such physicians and assistants of staff physicians; (c) third party agents, consultants, auditors and other independent contractors performing services for Licensee; (d) any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to data; (e) any entities and employees, agents, students or volunteers of any entity that is managed by Licensee; and (f) such other parties as the parties may mutually agree in writing; provided; however, that nothing in this Agreement shall permit Licensee to have any personnel of any business competitive with Licensor as an Authorized User or otherwise give any such personnel any access to the System.

1.18. “Custom Programming” means all Licensed Programs additional to the System that have been custom designed for Licensee for the purposes of interfacing the System with existing third-party software or for enhanced functionality of the System. This Custom Programming will be done at a charge over and above the System License Fees on a time and materials basis, and will remain the intellectual property of Licensor.

1.19. “Licensee Data” is information created, received or used by Licensee to operate its business and clinical operations. Licensee Data includes, but is not limited to, Protected Health Information.

1.20. “Protected Health Information” means individually identifiable health information that is created or received by Licensee or its Authorized Users and which is transmitted to or from or stored on Hosting Equipment.

1.21. “System Specifications” means the specifications for the System mutually agreed to by Licensor and Licensee within 90 days of the date of this agreement.

1.22. “Certificate of Implementation” means the written certification, delivered to Licensee and signed by an authorized representative of Licensor, confirming that the Licensed Programs have been made available as a hosted service has been delivered, and that the Licensed Programs comply in all material respects with applicable System Specifications.

1.23. “Undocking Feature” means the “docking-undocking” software, which will only be part of the Software and the System if so specified in Exhibit A, that will enable Authorized Users to “undock” from the System but continue to use certain capabilities of the System on a device without being connected to the System.

Section 2.
GRANT OF LICENSE TO LICENSEE

2.1. Scope of License.

- (a) Licensor agrees to allow Licensee to access and use the Software via internet facilities.
- (b) Licensee may designate Licensee Personnel as Authorized Users of the Licensed Programs.

2.2. Data Center. Licensor will provide all equipment, software and services necessary for operation and maintenance of its host computer systems except as otherwise specified in Exhibit D "Licensee Supplied Equipment". Licensor reserves the right to change the configuration of its systems and change or delete equipment or software at any time.

2.3. Termination of License Rights. Notwithstanding the foregoing, the license rights granted hereunder and all use of the System by Licensee shall terminate upon any termination of this Agreement.

2.4. Documentation and Training. In connection with its Implementation of the System, Licensor shall provide Licensee with Documentation and training for personnel of Licensee as set forth in Section 8 hereof, and the license granted herein shall authorize the use of Documentation by Licensee in accordance with the terms hereof.

2.5. Additional Charges. In addition to payment of the System License Fee, Licensee shall pay, or reimburse Licensor for, costs of shipping and insurance, and other costs or expenses identified in Section 5 hereof.

2.6. Conditions Precedent to Licensor Performance. The obligations of Licensor under this Agreement are subject to and conditioned upon the timely performance of Licensee's obligations under this Agreement.

2.7. Computing Infrastructure. Licensee shall provide computer systems for each of its web users that conforms to current Licensor specifications. If Licensor changes the Licensee Equipment specifications during the Term of this Agreement, Licensee will have up to six (6) months to conform to the new specifications during which time Licensor performance is subject to Section 2.6.

2.8. Connectivity. Licensee is responsible for separately obtaining a broadband internet connection that conforms to current Licensor specifications. If Licensor changes Connectivity specifications during the Term of this agreement, Licensee will have up to six (6) months to conform to the new specifications during which time Licensor performance is subject to Section 2.6.

2.9 Licensor Hosting Service.

(a) Licensor will install the Licensed Programs on hosting equipment that is operated and maintained by Licensor or its designee, and shall make the Licensed Programs available to Licensee and its Authorized Users on a "software as a service" basis (i.e., as a Licensor-hosted application made available to Authorized Users over the internet). The Licensed Programs will be available to Authorized Users on a 24/7 basis, subject to Section 2.13.

(b) Licensee agrees to pay Licensor Fees for this hosting service described in Section 2.9(a), as specified in Exhibit A, if applicable.

(c)

The hosting service provided by Licensor shall operate in accordance with the service level requirements specified in Section 2.13.

2.10. Licensee Data

(a) Ownership of Licensee Data. Licensee Data is the property of Licensee.

(b) Access to Licensee Data. Access to Licensee Data will be limited to persons designated by Licensee as Authorized Users and to Licensor personnel as needed to provide services to Licensee. The System includes functions for control of levels of access to Licensee Data based upon the nature of the work performed by an Authorized User. Licensee will be responsible for establishing the levels of access to Licensee Data to be provided to each Authorized User.

(c) Licensor Use and Disclosure of Licensee Data. Licensor will use and disclose Licensee Data only as necessary to provide the Services to Licensee and as permitted by Exhibit C - Business Associate Agreement.

2.11. Information Security

(a) Information Security. Licensor shall operate its Data Center and provide the Hosting Services in a manner consistent with the standards and implementation specifications of the HIPAA Security Rule (45 CFR Parts 160 – 164). Licensor's security management program includes, but is not limited to the following: security risk assessment including vulnerability testing; security policies and procedures; workforce screening, training, periodic retraining and supervision; sanctions of members of the workforce and contractors for privacy or security violations; procedures for management of individual access rights; physical security of facilities and the dedicated server; physical access controls; disaster recovery and business continuity plans; data backup, with secure storage offsite; logical access controls; audit controls (as required by 45 CFR 164.312 (b)); incident reporting and investigation; secure, encrypted connection to the dedicated server; encryption of electronic communications that include protected health information to the extent such communications are under the control of Licensor; maintenance of operating system patches; protection against malicious software, with current anti-virus definitions; and device and media controls (as required by 45 CFR 164.310(d)(1)).

(b) Data Backup. Licensor will backup Licensee Data stored on the System on a daily and weekly basis and store the backup copies at an offsite location.

(c) Disaster Recovery. Licensor will establish a commercially reasonable disaster recovery and contingency plan to enable Licensor to resume operation of the System, install the most recent backup copy of Licensee Data, and enable Licensee to resume operations. Licensor will test the effectiveness of its disaster recovery and contingency plan periodically.

(d) Secure Data Transmission. Communications between Authorized Users and the System that include access to or transfer of Licensee Data will be over a secure connection utilizing encryption. Notwithstanding anything to the contrary in this Agreement (including, without limitation, Section 2.11(a) and this Section 2.11(d)), Licensee acknowledges and agrees that Licensor will use Microsoft Terminal Services to provide secure, encrypted connections to its servers, and that Licensor shall have no responsibility for any defect or failure in the communication security or encryption provided by Microsoft Terminal Services.

(e) Licensors Staff. All Licensor personnel will receive training about compliance with the Security Standards and protection of the privacy of Licensee Data.

(f) Notification of Security Incidents. Licensor will notify Licensee within twenty-four (24) hours of its discovery of any security incident that resulted in or that may have resulted in unauthorized access, use, disclosure, modification, or destruction of Licensee Data.

2.12. Compliance with Privacy and Data Security Laws. Licensor will comply with applicable federal and state laws governing the confidentiality and security of Licensee Data, including as applicable, HIPAA, and 42 CFR Part 2. Licensor will enter standard form agreements with Licensee as necessary to comply with applicable legal requirements, such as a HIPAA Business Associate Agreement.

2.13. Service Level Requirements.

(a) System Availability. Licensor will use commercially reasonable efforts to make the Service available to Licensee on a 24x7 basis, exclusive of maintenance periods. Licensee will have access to Licensee Data at least 99% uptime, as measured monthly, excluding planned downtime, except as otherwise contemplated by Section 11. Licensor will use reasonable efforts to notify Licensee within one hour of any known and verified unscheduled downtime of the Service, and provide status updates periodically until the Service is restored. Licensor will immediately notify Licensee when the Service is restored. All such notices will be sent to Licensee via e-mail or text message to Licensee Personnel designated by Licensee to receive such notices.

(b) System Maintenance. From time to time Licensor will be required to interrupt the Service for maintenance purposes. Licensor will use commercially reasonable efforts to conduct all such maintenance during standard maintenance windows from Friday, 5:00 PM EST, Friday to Sunday, 12:00 AM EST. Licensor will use commercially reasonable efforts to notify Licensee of scheduled down time expected to exceed one hour at least seventy-two (72) hours in advance. Licensor will use commercially reasonable efforts to provide Licensee with advance notice for any other interruption in the Service that is required for maintenance purposes. Notices of scheduled down time will be sent to Licensee via e-mail to Licensee designated destinations.

(c) Response Time. The response time for Licensor to receive and process a transaction by an Authorized User (internal processing response time) will be no more than two seconds not less than ninety-five percent (95%) of the time. This response time pertains to the processing by the System of typical Authorized User transactions which may include screen requests, data edits and submissions (measured as the time for a round-trip between receipt of the data by the Licensor firewall, processing by the Licensed Program, and receipt back to the Licensor firewall). This response time may exclude some bulk processing requests including the generation of billing cycles, complex reporting and other similar Authorized User requests. The elapsed time for actual end-user response times (for greater clarity is different than Licensor response time referred to above) will vary based upon factors outside of Licensor's control, such as the configuration and operation of Licensee Equipment, bandwidth available to an Authorized User, transmission delays caused by Internet Services Providers, and Internet latency and may be greater than 2 seconds.

(d) Remedies. Licensor will, upon Licensee's request, credit Licensee 1 day credit (1/365 of the yearly licensing and hosting fees paid by Licensee to Licensor) for each hour of downtime that exceeds the aggregate amount of downtime per month, exclusive of maintenance periods, that may occur without Licensor violating Section 2.13(a). In no event shall the remedy provided in this Section 2.13(d) exceed the amount of the Fees actually paid to Licensor for the then-current term of the Agreement.

(e) **Exceptions.** Licensor will not be responsible for failures to meet these Service Level Requirements that are due to the following events: (i) any latency or downtime due to acts or omissions by Licensee or Authorized Users, (ii) acts of unauthorized third parties; (iii) Internet latency, failures or outages; (iv) third party acts or omissions over which Licensor has no control, including, without limitation, the causes and events described in Section 11; and (v) problems associated with the computer hardware and software systems used by Licensee or its Authorized Users.

2.14 **Licensed Software File Usage.** Licensee will not modify or otherwise use any output file from the Software in a manner for which it was not intended. For greater clarity, this includes insurance billing files, regulatory files, and any other file produced by the Software.

Section 3. OBLIGATIONS OF LICENSOR

In addition to obligations otherwise set forth in Agreement, Licensor shall perform the obligations detailed in this Section 3.

3.1. **Opportunity to Test.** Licensor shall permit Licensee a reasonable opportunity to conduct appropriate tests of Licensed Programs as set forth herein.

3.2. **New Releases.** Licensor shall periodically notify Licensee if Licensor should release for general use enhancements, updates and new versions of the Licensed Programs that are more current than those previously delivered to Licensee. Upon written request of Licensee, Licensor will deliver to Licensee such enhancements, updates and newer versions (as such enhancements, updates and new versions have been released by Licensor for general use) of the System in the same form and quantity as originally delivered. For the Term, as specified in Exhibit A, following issuance of the Certificate of Completion, such replacement shall be at no additional charge; provided, however, that Licensee is a Licensee in good standing with respect to Fees. If Licensee should desire to have Licensor do Custom Programming to develop enhancements specifically for and requested by Licensee, Licensee shall pay to Licensor the charge of such enhancements to be negotiated between the parties.

3.3. **System Maintenance and Support.**

Licensee acknowledges that Licensee shall be responsible for all maintenance and support of the Licensee Equipment and all other equipment and infrastructure specified in Licensor Hardware Requirements for Hosted Installations specifications document, except for the Hosting Equipment and other equipment, if any, set forth in Exhibit B, for which Licensor is explicitly responsible.

Section 4. OBLIGATIONS OF LICENSEE

In addition to obligations otherwise set forth in this Agreement, Licensee shall perform the obligations detailed in this Section 4.

4.1. **Testing of System; Notification of Defects.** Licensee shall cause Licensee Personnel (1) to attend tests of the System, (2) to inspect all portions of the Licensed Programs and review and evaluate the Documentation, and (3) to give Licensor prompt notice of any Defects therein that Licensee believes may exist on the basis of any test or other inspection required hereunder.

4.2. **Availability of Equipment and Facilities.** Licensee shall furnish and make available such Licensee Equipment and Licensee Facilities as required for operation of the System and take such action as may be necessary to ensure that all Licensee Facilities and Licensee Equipment required for operation

of the System are completed and operable at least seven days prior to the date scheduled for delivery of the system to the Licensee.

4.3. Access to Premises. Licensee shall grant to Licensor such access to Licensee Premises, and all Licensee Facilities and Licensee Equipment as may be necessary or appropriate for Licensor to perform its obligations under this Agreement.

4.4. Confidentiality of Terms. Licensee shall neither discuss nor otherwise disclose to any third party any terms of this Agreement, except to the extent, if any, that (a) Licensee chooses to disclose such terms to any bank or other financial intermediary for purposes of financing the acquisition of the System; (b) Licensee may be required to make any such disclosure by any subpoena, court order, decree, law, or regulation applicable to Licensee; or (c) Licensee reasonably deems such disclosure necessary in connection with litigation involving the System or this Agreement.

4.5. Copyright Protection. Licensee (a) represents to Licensor that it has either (i) confirmed that any custom form(s) it is asking Licensor to develop for use with the Service is (are) not copyrighted, or (ii) obtained appropriate permission from the holder of the copyright, and (b) agrees to indemnify and hold harmless Licensor from any and all damages and compensates Licensor for all expenses it may suffer if the foregoing representation is untrue.

Section 5.

LICENSEE PAYMENTS TO LICENSOR

5.1. Fees. In consideration of the undertakings of Licensor and the grants of license herein, Licensee shall pay the Fees as set forth on Exhibit A. Licensee shall advise Licensor in writing of the number of Authorized Users in each category of users (e.g., clinicians, administrators, IT personnel) of the System Licensee will have among Licensee Personnel. Licensee may change its category to one that authorizes a greater number of users by written notice to the Licensor and payment of a fee equal to the difference in the fees between the category in which it is licensed and the category in which it desires to be licensed.

5.2. Payment Terms. Licensee agrees to pay Licensor for the Fees as set forth in Exhibit A. Any additional services, including but not limited to implementation, training and data extraction, provided by Licensor, will be charged separately as specified in Exhibit A. If any amount due to Licensor hereunder is not paid within sixty [60] days of the date upon which such amount is due and payable, Licensor may, upon written notice to Licensee, suspend the licenses provided to Licensee hereunder and cease providing any goods or services to Licensee hereunder, until such amount and any interest accrued pursuant to Section 5.6 is paid in full. For greater clarity, (a) Licensor may revoke such suspension at any time in its sole discretion, (b) Licensee acknowledges that such suspension shall not be considered a breach by Licensor of this Agreement or give rise to any termination or other right of Licensee under this Agreement or applicable law, (c) Licensee will not be entitled to use the Software during such suspension, and (d) the Term of this Agreement will be extended by the period during which such suspension is in effect.

5.3. Term. Licensor Services as set forth on Exhibit A shall be provided hereunder for an original Term as specified in Exhibit A. After the Term of the Agreement, Licensor shall continue to provide services to Licensee hereunder for additional one year periods at the then Licensor published rates which shall be commercially reasonable, and which shall not increase more than the greater of the Consumer Price Index for Urban Consumers (CPI-U) or four (4) percent per annum, unless Licensee provides Licensor written notice requesting other mutually-acceptable negotiated terms or termination of services at least 30 days prior to the end of the original or any renewed term.

5.4. Other Charges. The System License Fees and all other payments provided for under this Agreement are exclusive of all other charges (other than income or franchise taxes payable by Licensor) directly applicable to the licensing, installation, support, or use of the System, and Licensee will pay in good faith any such charges within ten days after Licensee's receipt of proper bills or statements from Licensor.

5.5. Delays. If Implementation of the System or any component thereof is delayed as a result of the unavailability, incompleteness, or improper Implementation or operation of Licensee Facilities or Licensee Equipment and such delay continues for more than seven days after Licensor gives Licensee notice of such delay, Licensee shall reimburse Licensor for all reasonable costs and expenses (including, without limitation, reasonable personnel expenses) incurred by Licensor as a result of any such delay in Implementation; provided, however, that Licensee shall not be liable for any cost or expense attributable to (1) errors or omissions of Licensor, or (2) Licensee's determination that delay in Implementation is required pursuant to Section 6.2 hereof.

5.6. Interest on Late Payments. All amounts due to Licensor hereunder not paid within 60 days after the date such amounts are due and payable shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable rate of interest.

5.7. Travel Policy, Out-of-Pocket Expenses and Other Charges. Licensee shall reimburse Licensor for all reasonable travel expenses and out-of-pocket expenses incurred by Licensor's staff in the course of providing services to Licensee onsite at Licensee Facilities. Licensor will abide by all written Licensee employee travel guidelines and Licensee will notify Licensor in writing if changed at any time during the Term of this agreement. In absence of written Licensee employee travel guidelines, Licensor will forecast estimated travel expenses, which will be mutually agreed upon.

5.8. Disputed Amounts. If an invoiced amount is reasonably disputed in good faith by Licensee then, until resolution of the dispute occurs pursuant to Section 17, Licensee may suspend disputed payments and toll the running of time for default by: (i) paying the undisputed amount, if any; and (ii) sending a written statement of exceptions to Licensor; provided, however, that such suspension of payments shall not continue for a period of greater than 90 days. All of Licensor's obligations shall continue unabated during the permitted duration of the dispute resolution. Licensee shall have the right to set off any undisputed amounts owed to Licensor against any credits due Licensee by Licensor.

5.9 Third-Party License Fees. Any third-party license fee increases during the Term of this agreement, are the responsibility of, and must be paid by Licensee. Licensor will invoice Licensee accordingly.

Section 6.

IMPLEMENTATION AND TESTING AT LICENSEE PREMISES; ACCEPTANCE

6.1. Implementation. Licensor will configure Licensee Equipment for Software access at Licensee Premises and deliver to Licensee the Documentation on or before the date set forth in detailed project plan, except as any such date may be delayed by mutual agreement between Licensor and Licensee. Licensee shall take such actions as Licensor informs Licensee are reasonably necessary to provide Licensee Facilities for configuration of the Software and Licensee Equipment.

6.2. Testing by Licensee Following Implementation. After Licensor issues a Certificate of Implementation for the System, Licensee shall have 30 business days to test the System for compliance with the System Specifications. After such 30-day period has expired and Licensor has (1) tested the System as a whole and determined that it is in material compliance with the System Specifications, (2)

corrected all Defects then identified in the System as accessed at the Licensee Premises, and (3) demonstrated to Licensee correction of such Defects as Licensee has found, Licensor shall issue a Certificate of Completion.

6.3. Testing by Licensee Following Certification of Completion. Promptly and diligently after its receipt of a Certificate of Completion, Licensee shall conduct all such inspections and tests of the System as Licensee may deem necessary or appropriate to determine whether any Defects exist in the System as installed and completed, and Licensee shall otherwise use its best efforts to determine whether the System as completed materially complies with all of the System Specifications. Licensee shall be deemed to have accepted and approved the System for all purposes of this Agreement upon the occurrence of either of the following:

6.3.1. Licensee's delivery to Licensor of written notice that Licensee is satisfied and that the System as completed materially performs in accordance with the System Specifications; or

6.3.2. Licensee's failure to give Licensor written notice of any Defect within 30 days after Licensee's receipt of a Certificate of Completion, or within 15 days after the later of (a) Licensee's receipt of written notice from Licensor in response to Licensee's last prior notice to Licensor of the existence of such Defects from Licensor stating that all material Defects have been corrected, and (b) Licensor's demonstration to Licensee of such corrections and the absence of any other such Defects.

6.4 Implementation Exceptions. Licensee, as mutually agreed to by Licensor, may choose not to implement certain additional modules of the Licensee Order for a credit against future Licensor products or services. At no time will there be a cash refund of any kind.

Section 7.

LIMITED WARRANTY; LIMITATION OR REMEDIES

7.1. Limited Warranty of Conformity to Specifications. Licensor represents and warrants, solely for the benefit of Licensee, that:

(i) The Licensed Programs in all material respects has the functionality described in the Licensee Order and in the Documentation;

(ii) During the Term, the System will operate in substantial conformity with the System Specifications and the Service Level Requirements;

(iii) Licensor has developed and owns the Licensed Programs;

(iv) The Licensed Programs do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of Licensor, any patent right or other Intellectual Property right of any third party;

(v) The Licensed Programs do not, at the time of delivery to Licensee, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities;

(vi) The Licensed Programs will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the Licensee Order as such third party's technologies are implemented by Licensee on the date of this Agreement. This warranty does not extend to the operation of the Licensed Programs in conjunction with other software applications. It is understood that the third party technologies required to operate New Versions of the Licensed Programs may change over time; and

(vii) During the Term Licensor, at its own expense, upon receipt of written notice from Licensee, shall, subject to the provisions of this Section 7, make all corrections and modifications necessary to the System and each component or portion thereof so that the System will operate in substantial conformity with the System Specifications and the Service Level Requirements; provided, however, that Licensor shall be relieved from any obligations under this Section 7.1 if Licensee does not give Licensor prompt written notice of any Defect claimed hereunder upon Licensee's first observation of such Defect and if such delay causes additional degradation of the System.

7.2. Warranty of Title. Licensor represents and warrants that it has full authority to sell the Equipment supplied to Licensee by Licensor, license the Licensed Programs and, if necessary, to sublicense all Licensor-provided third-party software sublicensed to Licensee, and has good and marketable title to such Equipment and the Licensed Programs, including all of the inventions, information, material, work or product (other than third-party software) made, created, conceived, written, invented or provided by Licensor pursuant to the provisions of this Agreement. Licensor further represents and warrants that the Licensed Programs and such Equipment shall be free and clear of all liens, claims, encumbrances or demands of third parties. This warranty shall survive the expiration or termination of this Agreement.

7.3. Warranty Service Terms. Warranty services shall be performed in accordance with the terms and conditions in Exhibit B.

7.4. Licensor Obligations Under Warranty. Licensor's sole obligation under the aforesaid warranties shall be to utilize commercially reasonable efforts to correct or modify such portion of the System that contains a Defect that has been reported by a designated representative of Licensee by notice to Licensor during the aforesaid warranty period.

7.5. Conditions Precedent to Licensor Obligations. All of the warranties made by Licensor hereunder are, and all obligations of Licensor under this Section 7 shall be, contingent upon Licensee's use of the System in accordance with the provisions of this Agreement and specific instructions relating thereto furnished by Licensor consistent with the terms of the Agreement, and, to the extent that any of the following cause warranty failure, no such warranties or obligations shall apply to any portion of the System that has been:

7.5.1. Installed or operated by Licensee in a manner inconsistent with the provisions of this Agreement or modified by a party other than Licensor without the written approval of Licensor;

7.5.2. Damaged by negligence or misuse by other than Licensor or by fire, casualty, or other external causes;

7.5.3. Subjected to conditions beyond the environmental and operating constraints specified in Exhibit A attached hereto, or subjected by parties other than Licensor to unusual physical or electrical stress; or

7.5.4. Moved from its original place of Implementation without the prior written approval of Licensor, which approval shall not be unreasonably withheld.

7.6. Warranty of Authority. Each party represents and warrants to the other that it has the right to enter into this Agreement.

7.7. Third Party Warranties and Indemnities. For any Equipment and third-party software provided by Licensor to Licensee, Licensor will assign to Licensee all end-user warranties and indemnities relating to such Equipment and third-party software. To the extent that Licensor is not permitted to assign any of such end-user warranties and indemnities through to Licensee, Licensor shall

enforce such warranties and indemnities on behalf of Licensee to the extent Licensor is permitted to do so under the terms of the applicable third-party agreements.

7.8. Covenant of Continuing Documentation. Licensor covenants that it will provide to Licensee, on an ongoing basis, all Documentation it has prepared for new Licensed Programs, and enhancements and custom programming related thereto as such items are delivered to Licensee, and that such Documentation will be reasonably detailed and complete and accurately describe the functional and operational characteristics of such Licensed Programs, enhancements and custom programming in a manner at least as detailed as Licensor's Documentation of Licensor's other products.

7.9. Pending Litigation; Warranty. Licensor represents and warrants that there is no action, suit, claim, investigation or proceeding pending, or to the best of Licensor's knowledge, threatened against, by or affecting Licensor or the System which, if adversely decided, might adversely affect: (a) Licensor's ability to enter into this Agreement; (b) Licensor's performance of its obligations as described herein; and/or (c) Licensee's use of the Licensed Programs and Equipment supplied by Licensor to Licensee. Licensor does not know of any basis for any such action.

7.10. Warranty of Compatibility. Licensor represents and warrants that the Licensed Programs is or will be when installed fully operational on the Equipment version or level described in the applicable Documentation. Licensor further represents and warrants that, as of the Effective Date or the schedule date, as the case may be, all third-party software acquired by Licensee from Licensor is capable of being loaded on such Equipment and is executable on such equipment with no upgrades or modifications to the equipment or any Licensed Programs (operating system or otherwise) relating to such Equipment. Licensor further represents and warrants that it shall make reasonable changes to the Licensed Programs that may be necessary or required to incorporate and accommodate all third-party software and third-party software enhancements that are reasonably related to running the Licensed Programs. This warranty shall remain in effect until Licensee discontinues providing support and maintenance services pursuant to this Agreement, but shall be dependent upon Licensee's maintenance of the Equipment in accordance with applicable standards and Licensor's reasonable instructions.

7.11. Governmental Health Care Program Warranty. Licensor represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as a "Governmental Health Care Program"). Licensor agrees to immediately notify Licensee of any threatened, proposed, or actual exclusion of it from participation in any Governmental Health Care Program.

7.12. Disclaimer; Limitation on Liability. EXCEPT FOR THE EXPRESS WARRANTIES AND UNDERTAKINGS SET FORTH IN THIS AGREEMENT, LICENSOR DISCLAIMS ALL WARRANTIES RESPECTING THE SYSTEM AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Licensor be liable for any indirect, exemplary, incidental, or consequential damages arising out of or otherwise relating to the use or performance of the System or any components thereof, however caused, even if Licensor has been advised of the possibility or likelihood of such damages.

7.13. Claims/Eligibility Transactions Sent from System; Changes by Licensor. Licensee is responsible for all data entered and chosen options or flags in the System from which claims/eligibility transactions are created. Without limiting the foregoing, in the event that Licensee obtains services from Licensor that require Licensor to change Licensee data, Licensee acknowledges and agrees that it is responsible for confirming those changes. Licensor shall not be deemed responsible for the accuracy of data changes made by it, claim/transaction accuracy and/or claim/transaction denial. Correction and resubmission of transactions are the sole responsibility of Licensee.

Section 8.
TRAINING AND DOCUMENTATION

Licensor will provide Licensee, at no additional charge, with training and Documentation as follows:

8.1. The training as outlined in the detailed training plan, and

8.2 Documentation and Licensee designated Trainer Training of new functionality with respect to New Releases pursuant to Section 3.2 will be provided by Licensor to Licensee free of charge. If Licensee should desire to have Licensor deliver training outside of New Releases specifically for and requested by Licensee, Licensee shall pay to Licensor the charge of such training at Licensor, then published, general time & materials rates.

Section 9.
LICENSEE'S USE AND PROTECTION OF TRADE SECRETS

9.1. Use Restrictions; Copyright. Licensee shall not, and shall not suffer or permit its employees, representatives or agents to, (a) sell, assign, lease, sublicense, transfer, transmit, display or disclose or make available to any third party, or allow any third party to use, the Licensed Programs or the Documentation, or (b) copy or otherwise reproduce the Documentation or the Licensed Programs (or any portion thereof). All sales are made with the understanding that the trademarks, trade names, trade dress, and original packaging of Licensor will not be misused.

9.2. Confidentiality; Disclosure.

(a) Confidentiality. Each party acknowledges that all information and data relating to the patient data, financial (including, without limitation, billing procedures, forecasts, projections, fee schedules and accounting information), personnel, management, business development plans, programs, documentation, techniques, trade secrets, systems, and know-how of each party and Affiliates is confidential (collectively, "Confidential Information"). Licensor and Licensee shall comply with and be fully bound by all applicable federal and state laws and regulations regarding the confidentiality of patient information. Having acknowledged the foregoing, each party shall: (i) exercise the same degree of care and protection with respect to the other party's Confidential Information it exercises with its own Confidential Information; and (ii) not directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information of the other party to a third party. Notwithstanding the above: (iii) Licensee and Affiliates may disclose Licensor's Confidential Information to its employees and consultants who are users of the System, have a need to know, and who are bound by confidentiality obligations no less stringent than this Section 9.2; (iv) Licensor may disclose Licensee's or Affiliates' Confidential Information to its employees and subcontractors who have a need to know; and (v) either party may disclose Confidential Information if so required by law (including court order or subpoena), provided, that the owner of the Confidential Information may require the disclosing party to request the appropriate court or governmental body to seal the record that shall contain such Confidential Information. In addition, neither party hereto shall be liable for reproduction, disclosure or use of any such information if such information: (vi) is publicly available or later becomes available other than through a breach of this Agreement; (vii) is lawfully known to Licensee, Affiliates, Licensor or their employees, agents or subcontractors prior to such disclosure other than as a result of the breach of confidentiality obligation, or is independently developed by Licensee, Affiliates, Licensor or their employees, agents or subcontractors subsequent to such disclosure; or (viii) is subsequently lawfully obtained by Licensee, Affiliates, Licensor or their employees, agents or subcontractors from third-party without obligations of confidentiality. Upon Licensor's request, Licensee shall inform Licensor in writing

of the number and location of all Confidential Information. Additional restrictions and requirements regarding HIPAA are attached hereto as Exhibit C.

(b) Notification Obligation. Upon learning of: (i) any unauthorized disclosure or use of the other party's (or Affiliate's) Confidential Information; or (ii) any requirement to disclose such Confidential Information by operation of law, regulation or other legal process, then such party agrees to notify the other party promptly by telephone and by fax, and to cooperate fully with the other party or Affiliate to protect such Confidential Information of the party or Affiliate.

(d) Injunctive Relief. Any breach of this Section 9.2 may cause immediate and irreparable injury to the non-breaching party, and monetary damages shall be inadequate to compensate for such breach. In the event of such breach, the injured party shall be entitled to seek injunctive relief and any and all remedies available at law or in equity subject to the other provisions and/or limitations contained in this Agreement.

(e) Survival. The provisions of this Section shall survive the termination of this Agreement.

Section 10.

LICENSOR INDEMNIFICATION FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

10.1. Scope of Indemnification. Licensor agrees to defend, indemnify and hold harmless Licensee from and against any claim, suit, demand, or action alleging that the System or any component thereof infringes a U.S. copyright, trade secret, or any other proprietary right of any third party, and Licensor shall indemnify Licensee against all costs, expenses, and damages arising from any such claim, suit, demand, or action; provided, however, that (a) Licensee shall have given Licensor prompt written notice of such claim, suit, demand, or action, (b) Licensee shall cooperate with Licensor in the defense and settlement thereof, and (c) Licensor shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

10.2. Licensee Remedy Upon Injunction of System Use. If a temporary or a final injunction is obtained against Licensee's use of the System or any portion thereof by reason of an infringement of a U.S. copyright, trade secret, or other proprietary right, Licensor will, at its option and expense, either

10.2.1. Procure for Licensee the right to continue using the System, or

10.2.2. Replace or modify for Licensee the System or such infringing portion thereof so that it no longer infringes such copyright, trade secret, or other proprietary right, so long as the utility or performance of the System is not adversely affected by such replacement or modification and the System continues to materially conform with the System Specifications.

10.3. Exclusion of Liability. Licensor shall have no liability to Licensee for any infringement action or claim that is based upon or arises out of the use of the System or any component thereof in combination with any other system, equipment, or software in the event that, but for such use, the claim of infringement would not lie.

10.4. Exclusivity and Survival. This Section 10 sets forth the exclusive remedy of Licensee against Licensor with respect to any action or claim for an alleged patent, copyright, or other proprietary right infringement by the System or any component thereof, and this Section 10 shall survive any termination of this Agreement.

10.5. Exclusion of Liability and Indemnification for Undocking Feature. This Section 10.5 will apply if the Undocking Feature is specified in Exhibit A as being part of the Software and the

System. Licensee acknowledges and agrees that the Undocking Feature will allow patient and other Licensee information, including Protected Health Information, that otherwise is protected by the System to be taken outside the protections for such information provided by the System. Accordingly, notwithstanding anything to the contrary in this Agreement, Licensee (a) acknowledges and agrees that the use of the Undocking Feature by Authorized Users is entirely at Licensee's risk, and Licensor shall not have any liability arising out of, relating to or in connection with such use, and (b) will indemnify Licensor and hold Licensor harmless against any and all costs, expenses, damages and other liabilities (including reasonable attorney's fees) arising out of, relating to or in connection with the use of the Undocking Feature by Authorized Users. Without limiting the generality of the foregoing, information that has been put on a device by an Authorized User using the Undocking Feature, with respect to the presence of such information on such device, shall not be (x) subject to Section 2.11 or any other provisions of this Agreement relating to information security, (y) Protected Health Information for purposes of this Agreement, and (z) PHI for purposes of the Business Associate Agreement between Licensor and Licensee (as PHI is defined in such agreement).

Section 11. FORCE MAJEURE AND EXCUSABLE DELAYS

11.1. Event of Force Majeure. Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such party and without its fault or negligence, such causes or events sometimes being hereinafter referred to as "Events of Force Majeure."

11.2. Notice Requirement. Each party shall give the other party prompt notice of the occurrence of any Event of Force Majeure that may cause delay hereunder, and the date of performance by any party that gives such notice shall be extended for a period not exceeding the period of delay caused by the Event of Force Majeure so identified.

11.3. Postponement of System Delivery and Implementation. If requested by written notice received from Licensee after either party is given notice of any Event of Force Majeure, Licensor shall postpone delivery and Implementation of the System for such period (not exceeding six months in the aggregate) as Licensee may request by written notice to Licensor. In the event of any such postponement, all dates of performance by Licensor under this Agreement shall be extended for a corresponding period.

11.4. Limitation on Period of Force Majeure. Unless the performance by either party of its obligations under this Agreement is delayed by the occurrence of an Event of Force Majeure for a period of more than one year (and such nonperformance is excused under the foregoing provisions), no Event of Force Majeure shall be an excuse for permanent nonperformance but shall be an excuse only for delays in performance and only to the extent that such delays are directly attributable to such cause. Should any Event of Force Majeure delay performance in any material respect for a period of more than one year, either party shall have the option to rescind this Agreement upon written notice to the other party.

11.5. Exculpation. Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

Section 12. TERMINATION

12.1. Termination for Cause. Either party may terminate this Agreement by giving at least 90 days prior written notice to the other Party:

12.1.1. In the event that the other party fails to discharge any material obligation or remedy any material default under this Agreement for a period continuing more than 45 days after the aggrieved party shall have given said other party written notice specifying such material failure or default and that such material failure or default continues to exist as of the date upon which the aggrieved party gives such notice so terminating this Agreement; or

12.1.2. In the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

12.2. Cure. A failure or delay in performance by either party under this Agreement shall not constitute basis for termination of the Agreement under this Section 12 if such performance is effectively commenced or completed, as applicable, prior to the giving of written notice of termination.

12.3. Termination Prior to Implementation. In the event that either party rightfully terminates this Agreement prior to the issuance of a Certificate of Implementation, Licensee shall at its expense return the System to Licensor and Licensor shall refund all License Fees previously paid by Licensee to Licensor.

12.4. Termination of Licenses. Upon termination of this Agreement for any reason, all licenses granted hereunder shall terminate and Licensee shall immediately cease use of the System and Licensor will provide to Licensee a complete electronic copy of Licensee database in Microsoft SQL database format and structure within 30 days of notice. Licensee shall, immediately upon such termination, return to Licensor all copies of the Licensed Programs and Documentation. Licensee shall certify to Licensor that it has retained no copies of such System.

12.5. Termination due to Private or Public Monies. If complying with requirements due to grants or loans used in the funding of this contract imposes material costs on Licensor that are not recoverable then Licensor has the option to terminate.

12.6. Disengagement Assistance.

12.6.1 Commencing on the earlier of: (i) nine (9) months prior to the expiration of the Agreement, or (ii) upon receipt by a party of a Termination Notice; and continuing through the applicable Services Completion Date (the "Disengagement Assistance Period"), Service Provider shall provide to Customer and to its designee (collectively, the "Successor") all assistance reasonably requested by Customer in writing to facilitate the orderly transfer of the terminating/ expiring Services (or, if applicable, any part thereof) to the Successor (the "Disengagement Assistance"); provided, however, that, if the Disengagement Service are to be provided due to the receipt of a Termination Notice given by Service Provider due to Customer's breach of its obligation to make payments to Service Provider under this Agreement, Service Provider shall not be required to provide Disengagement Assistance unless and until Customer pays to Service Provider monthly in advance a refundable retainer equal to the aggregate amount that is reasonably estimated by Service Provider to be payable by Customer to Service Provider for such Disengagement Assistance during that month.

12.6.2 As reasonably requested in writing by Customer, Service Provider will provide for transfer to Successor of all knowledge reasonably required for the provision of the terminated/expired Services.

12.6.3 During the Disengagement Assistance Period, Service Provider will continue to provide the terminating/ expiring Services without interruption or adverse effect at the then-current Charges until such time as such terminated/expired Services have been successfully transferred to the Successor.

12.6.4 All charges for Disengagement Assistance shall be at the TenEleven generally published rates at the time of the Disengagement Assistance Period or as specified in Schedule A.

Section 13.
MISCELLANEOUS

13.1. No Assignment. This Agreement shall not be assigned in whole or in part by either party without the prior consent of the other, and any attempt by either party to so assign this Agreement shall be invalid.

13.2. Notice. Notice to either party to this Agreement shall be deemed given (a) when mailed by certified mail, postage prepaid, or (b) when dispatched by telex (and confirmed by written instrument mailed by certified mail, postage prepaid, within 48 hours after such dispatch). Mail shall be addressed to either party at the address set forth in the introductory paragraph of this Agreement or to either party at such other address as it shall have notified the other pursuant to the provisions of this Section 13.2.

13.3. Entire Agreement: Governing Law. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to Licensor's delivery, Implementation, and maintenance of the System and Licensee's use thereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without reference to the conflict or choice of laws provisions thereof.

13.4. Independent Contractors. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

13.5. Authority to Contract. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed. Each party further represents that it has not entered, nor will it enter, into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

13.6. No Waiver. Neither party shall, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

13.7. HIPAA Business Associate Agreement. Attached hereto as Exhibit C, including Breach Notification procedures as specified therein.

Section 14
NON-SOLICITATION OF EMPLOYEES/AGENTS.

During the term of this Agreement and for two years thereafter, neither Party to this Agreement shall actively solicit for employment any employee, of the other party.

Section 15
DISPUTE RESOLUTION.

15.1. Project Manager Level Performance Review. The applicable Licensor Project Manager and Licensee Project Manager shall meet as often as shall reasonably be required to review the performance of the parties under this Agreement and to resolve any disputes. Written minutes of such meetings shall be kept by Licensor for review and approval by Licensee. If these representatives are unable to resolve a dispute within ten calendar days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review as described below.

15.2. Executive-Level Performance Review. Face-to-face negotiations shall be conducted by senior executive officers of Licensee and Licensor. If these representatives are unable to resolve the dispute within ten calendar days after the representatives have commenced negotiations, or 20 calendar days have passed since the initial request for negotiations at this level, then the parties may agree in writing to submit the dispute to mediation.

15.3. Voluntary, Non-Binding Mediation. If executive-level performance review is not successful in resolving the dispute, the parties may, but shall not be obligated to, mutually agree in writing to submit the dispute to non-binding mediation. Mediation must occur within ten business days after the parties agree to submit the dispute to mediation, and the duration of the mediation shall be limited to one business day. The parties mutually shall select an independent mediator experienced in commercial contract healthcare technology disputes, and each shall designate a representative(s) with full negotiation and settlement authority to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation shall be left to the discretion of the mediator and the designated party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other party.

15.4. Continued Performance. Except where clearly prevented by the area in dispute, both parties shall continue performing their obligations under this Agreement and the applicable statement(s) of work and implementation plans while the dispute is being resolved under this Section 17 unless and until the dispute is resolved or until this Agreement is terminated as provided herein.

15.5. Equitable Relief. Notwithstanding anything contained in this Agreement to the contrary, the parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such equitable relief in a court of competent jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized corporate officers as of the day and year first above written.

"Licensor"

TENELEVEN GROUP INC.

By: 

Name: Alex B. Alexander

Title: CEO

"Licensee"

THE COUNTY OF SARATOGA, ACTING
BY AND THROUGH ITS SARATOGA
COUNTY MENTAL HEALTH AND
ADDICTION SERVICES

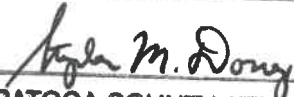
By: 

Name: Edward D. Kinowski

Title: Chairman, Board of Supervisors

Pursuant to Resolution 205-2017

APPROVED: 12/8/17


Taylor M. Doney
SARATOGA COUNTY ATTORNEY

[SIGNATURE PAGE TO TENELEVEN GROUP INC. LICENSE AGREEMENT]

Exhibit A

LICENSEE ORDER (Proposal + Schedules)

Proposal

10

Our System - Your Business Process

TeneLeven

eCR PROPOSAL FOR:

**THE COUNTY OF SARATOGA, ACTING BY
AND THROUGH ITS SARATOGA COUNTY
MENTAL HEALTH AND ADDICTION
SERVICES**

AUGUST 8, 2017

PRICING VALID UNTIL SEPTEMBER 8, 2017

Prepared by:
Mark W. McCall
Sr. Account Executive
(716) 810-9755
mmccall@10e11.com

Presented to:
Megan Johnson, LCSW
Deputy Director
(518) 584-1030
mjohnson@saratogacountyny.gov

EXECUTIVE SUMMARY FOR SCDMH

We understand that SCDMH is looking for an electronic record keeping system that will support your organization's goals and objectives. In order to ensure that your next EHR meets that criteria, what characteristics should you be looking for? The next EHR for SCDMH should include:

- **A process oriented system** that fits on top of your workflow process, not one that forces you to change it
- **A completely integrated suite** that has all the functionality you need to be effective and efficient and compliant from clinical to billing
- **Easy to use** so that your clinicians spend more time doing clinical work and your claims get prepared faster

TenEleven Group is prepared to deliver a system for SCDMH that not only meets, but exceeds your expectations.

WHY ORGANIZATIONS CHOOSE TENELEVEN

TenEleven's objectives are to provide you with more than a record system. We deliver innovative software solutions that streamline workflow, optimize revenue, and increase regulatory compliance. **eCR** represents the integration of scheduling, clinical treatment documentation, billing, and reporting that are designed to fit your process and specific program requirements.

"We vetted over 15 different vendors, and only TenEleven was flexible enough to fit our business process."

Nadine Ranger-Akinyemi
Director of Social Support Services
Bridging Access to Care – Brooklyn, NY

Consultative Process

- One of the key differentiators with eCR and TenEleven's implementation process is that the software is tailored to meet your business process, workflow, and forms. In this consultative approach, eCR is not a canned application where your users must learn a new workflow, but rather, TenEleven's implementation process takes your business processes and workflow and tailors the system to meet SCDMH's business needs.

Compliance and Certification

- **Regulatory Compliance Management:** TenEleven does not charge for changes to forms as required by regulatory agencies – State, CARF, JCAHO, etc. **Meaningful Use Certification:** TenEleven is fully **2014 Stage 2** certified for both **Ambulatory and Inpatient** services to qualify for ARRA incentives.

Customer Support

- Post Implementation, TenEleven provides a fulltime Service Desk to answer your **eCR** needs. Dedicated staff, specializing in **eCR** software, billing and IT solutions are prepared to assist your support needs.

CLIENT GOALS AND REQUIREMENTS

Based on our conversations and the information you provided, our proposal was prepared with SCDMH's employees in mind. You want to implement a system that achieves efficiency gains throughout the organization. Our solution will accomplish that through the following:

- **Consolidation** of all scheduling, billing, and clinical data into one system streamlining the operation through the elimination of re-keying the same data into multiple systems.
- **Real-time data** access eliminating the time employee spend "waiting" for information.
- **The integrated suite** with all modules including clinical and working billing together, will drive efficiencies into the business processes over time by systematically eliminating inefficient manual paper processes.
- **Workflow and compliance** across the entire enterprise will be enhanced with the ability to automatically route appropriate information and enforce tasks with a rules based engine and electronic signature capabilities.

TenEleven is confident in our ability to partner with your team to help you deliver on all of your key objectives, and this is reflected in the recommended solution and pricing in this proposal.

"With eCR you have the ability to create different program tracks without even having to call TenEleven."

*Maria Mendez
PAC of Queens
Queens, NY*

"Everything has improved in terms of our data management, our tracking, and output of reports. We are now able to track all the different regulatory forms that are required of us."

*Nicholas Pappas
Step One
Highland, NY*

"Our revenue cycle turn-around is much better with eCR. It increased substantially. I am now billing weekly, if not a few times a week, and getting a quick return"

*Mary Cody
Meillo Center for Mental Health
Glen Cove, NY*

RECOMMENDED eCR SOLUTION FOR SCDMH

SCHEDULING

The scheduling module features integration with the clinical aspects of the chart. For example, the chart knows when a patient has checked in for an appointment and prompts the clinician to fill out a progress note.

Other standard features include:

- Individual client appointment
- Recurring appointments
- Group appointments
- Appointment reminder function
- Missed appointment follow-up
- Flexible provider schedule setups

CLINICAL

Clinicians will find the Active Chart structure easy to use. Available forms appear on the right side of the client chart, then when a form has been edited and saved it will move to the Selected Chart (left side) of the Chart Details screen and it will be crossed off on the Available Forms (right side). If users attempt to view, add, or edit forms for which they do not have permissions, they will be prevented from doing so.

Key features of the Active Chart include:

- Specific charts for each program
- “Breadcrumbs” to show at a glance exactly where the patient is in the process – Referral, Intake, Wait List, Admitted or Discharged
- Indication of how much of the chart has been completed
- 900+ forms

BILLING & FINANCIAL MANAGEMENT

The Billing and Financial Management module has everything you need to submit your claims in a timely manner, and reduce your accounts receivable. The module features the option of submission to clearing houses or direct electronic submission of claims to local payers.

Additional features include:

- Claims scrubbing performed prior to submittal
- Payment posting against individual reimbursed claims
- Payer requirements built into software
- Self-pay billing and administration
- Recording visits and capturing patient demographic information
- Visit capture-multiple methods
- Display of acknowledgement reports
- Reporting includes aged accounts receivable
- Audit account balances
- Daily/monthly balance and proof
- Financial and statistical

You will be able to manage and track all aspects of patient billing and financial status of the clinical process.

REPORTING

eCR includes an **ad-hoc reporting** module that provides you access to all billing, clinical record and scheduling data for meaningful reporting across the organization along with more than 180 “canned” reports, including key reports such as:

- Compliance to Business Rules
- Appointment to Progress Note Reconciliation
- Regulatory Compliance
- CANS-MH (and other treatment outcome reports)
- Dashboards for key operational management reports and clinical outcomes and the ability to drill down to both small and large sample size data

eCR reporting also includes **Dashboards** for key operational management reports and clinical outcomes, complete with the ability to drill down to both small and large sample size data.

eCR PRICING AND PAYMENT SCHEDULE

Hosted Solution for 60 Month Term 63 Named Users	Monthly Amount
eCR Hosted Solution - Monthly Hosting Fees including Software Licensing, Support and Maintenance:	\$2,520
<ul style="list-style-type: none"> · Additional modules per attached schedule <p style="text-align: right; margin-right: 50px;"> <i>Total cost of added mods = \$203,995</i> <i>Total cost of added mods amortized = \$109,654</i> </p>	\$1,828
<ul style="list-style-type: none"> · Included Clearinghouse Volume Monthly: <i>0</i> 	\$0
Professional Implementation Service Fees including: <ul style="list-style-type: none"> · Project Management · Installation, Configuration and Testing · Training <p style="text-align: right; margin-right: 50px;"> <i>Total cost of PS = \$20,790</i> <i>Total cost of PS amortized = \$0</i> </p>	\$0
Total Investment:	\$4,348

Note: Prepayment of any fees will reduce monthly amount.

Pricing above assumes a down payment of: \$104,665

* Claims over included quantity will be charged at .25 per claim for insurance billing (837) and per transaction for eligibility checking (270)

** Pass Through Fees (PTF) – Some Payers and third party vendors charge a fee to access eligibility information (“Pass Through Fees”). PTF are not included in the monthly transaction fees identified above and will be billed separately. TenEleven Group (TGI) can supply a list of payers currently known to charge PTF. PTF are subject to change. Customer acknowledges that TGI does not set and has no control over PTF. To the extent TGI is provided with a notice of a change in PTF from any payer or third party vendor, TGI will provide Customer such notice.

ADDITIONAL MODULES – Premium Functionality

	One-Time Set Up & Training Costs	Annual Support	Quantity
E-Prescribing (eRx) (per provider*)	\$750	\$900	0
EPCS** (per provider*) (this option includes eRx)	\$1,250	\$1,000	9
E-Lab Orders (per lab interfaced)	\$5,000	\$1,000	2
E-Lab Results (per lab interfaced)	\$5,000	\$1,000	2
Accounting of Disclosures Module	\$1,500	\$300	1
Additional Insurance Billing (per payer)	\$1,500	\$300	0
Additional Auto Posting (per payer)	\$1,500	\$300	0
270/271 Eligibility Checking (per payer)	\$5,000	\$1,000	0
Automated Dialer Interface (per Dialer)****	\$1,500	\$300	0
Communications Log	\$3,000	\$600	0
Direct e-mail Address (per user)	\$0	\$140	0
Direct e-mail Setup (per End Point)	\$500	\$3,577	0
Health Information Exchange Interface (per HIE)	\$5,000	\$1,000	1
HL7 Interface (per interface)	\$5,000	\$1,000	1
Methadone Pump Interface (per pump type)	\$5,000	\$1,000	0
MU Automate Measure Calculation (Stage 1 & 2)	\$5,000	\$1,000	1
MU Patient Portal including CCDA Functionality	\$7,500	\$1,500	1
MU Stage 2 Functionality (other than above)***	\$5,000	\$1,000	1
One-time demographic data import	\$1,500	\$0	1
Pre-Intake Module	\$1,500	\$300	1
Radiology Orders (per system interfaced)	\$5,000	\$1,000	0
Self-Service Custom Forms Module (per user)	\$5,000	\$2,000	1
Treatment Wizard - Trauma Informed Care	\$17,500	\$3,500	0
Additional SW Customization Hours	\$250	\$0	30
VPN Solution - Mobile Users (\$5 user / month)	\$0	\$60	14
Docking/Undocking (\$10 user / month)	\$0	\$120	0

* "Provider" is defined as any Authorized End User that has legal authority to sign prescriptions

** EPCS - electronic prescribing of controlled substances

*** MU (Meaningful Use) Stage 2 Functionality includes: Clinical Decision Support, Radiology Image Results, Transmission of Lab Results to Ambulatory Providers, Transitions of Care, Vital Signs & BMI tracking, Patient Education, Amendment Tracking, Clinical Information Reconciliation, Clinical Quality Measures (Pre-Chosen), Syndromic Surveillance, Immunizations, Transmission of reportable labs, Data Portability, Incorporate Lab Tests

**** Separate agreement with an appointment reminder company (ex. Televox) is required and a transaction fee will be charged by that provider

APPROVALS

Each party has full power and authority to enter into and perform this proposal, and the person signing this proposal on behalf of each party has been properly authorized and empowered to enter into this proposal. Each party further acknowledges that it has read this proposal, understands it, and agrees to be bound by it.

AGREED TO:

TenEleven Group Inc.		The County of Saratoga, acting by and through its Saratoga County Mental Health and Addiction Services	
Name:	<i>Alex P. Alexander</i>	Name:	<i>Edward D. Kinowski</i>
Signature:	<i>Alex P. Alexander</i>	Signature:	<i>Edward D. Kinowski</i>
Title:	<i>CEO</i>	Title:	<i>Chairman, Board of Supervisors</i>
Date:	<i>12/15/17</i>	Date:	<i>8 Dec '17</i>

APPROVED: *12/18/17*

Steph M. Doney
SARATOGA COUNTY ATTORNEY

Exhibit A

LICENSEE ORDER (Proposal + Schedules)

Schedule A

Programs Covered + Premium Functionality + Pricing Assumptions

PROGRAMS COVERED

1. Outpatient Mental Health for Youths and Adults
2. Outpatient Substance Abuse Treatment Program
3. PROS
4. Forensic Mental Health
5. HCBS

Undocking Feature part of the System and the Software? ___ Yes No

Pricing Assumptions:

- The software including all specified functionality as described in Description of Services are included in above pricing.
- TGI reserves the right to designate any new functionality as Premium Functionality (Added Fee) at its sole discretion.
- Professional Services (PS) Estimate is based on the preliminary information provided and includes the services outlined in **Exhibit A - Schedule B** attached. Licensee will only be charged for PS hours used. In the case of under usage of hours, Licensee will receive a credit toward future TenEleven products and services. Licensee agrees to pay for any hours spent over the estimate outlined in Schedule A. Licensor will track and report hours monthly.
- Any data conversion and migration from existing systems is not included in this proposal and needs to be evaluated prior to an estimate being proposed.
- Any interfaces are not included in this proposal and will be defined upon completion of a full project plan and priced on a time and material basis.
- Custom Forms or Changes to TenEleven Forms are an additional charge.
- Reports over and above those delivered with the system at the time of Go-Live are an additional charge.
- Disengagement Assistance as defined in Agreement will be at \$250/hr. (discounted).
- All T&M services will be billed at \$250/hr (discounted).
- Included Legal Fees for initial contract negotiation limited to 2 hours. All Attorney time above 2 hours will be billed to Customer directly.
- Data Storage used above 175 MB per Named User will be charged at \$2.56 /User/month.
- Licensing as outlined above is inclusive of all eCR instances (LIVE, BETA)

Exhibit A

LICENSEE ORDER (Proposal + Schedules)

Schedule B

Estimated Professional Services:

TenEleven Professional Services				Estimated Travel Budget		
	Hours	Rate	Total	Trips	Days	Cost
Business Process	8	\$250	\$2,079	1	2	\$1,500
Configuration / Instructions	17	\$200	\$3,326	1	2	\$1,500
Development	8	\$250	\$2,079			\$0
Installation / Testing	11	\$200	\$2,287	1	2	\$1,500
Project Management	27	\$225	\$6,029	1	2	\$1,500
Go Live Support	8	\$175	\$1,455	1	4	\$3,000
Training	16	\$225	\$3,534	1	2	\$1,500
Total	96	\$218	\$20,790	6	14	\$10,500
ESTIMATED TRAVEL IS NOT INCLUDED IN PRICING (included for budgeting only) Actual expenses will be billed monthly as incurred and include (but are not limited to): Travel, Hotel, Rental Car, Taxi, Gas, Tolls and Parking:						

Exhibit A

LICENSEE ORDER (Proposal + Schedules)

Schedule C

Technical Specifications

Hosted Solution

TenEleven Group eCR End-User Hardware/Network Specifications

eCR End-User Workstation Requirements		
Component	Minimum	Recommended
Operating System	Microsoft Windows 8.1 Pro	Microsoft Windows 10 Pro
Memory (RAM)	4 GB	4 GB
Hard Drive	Free space 20%	Free space 20%
Networking (NIC)	Ethernet LAN 10/100 Solution	Gigabit Ethernet LAN Solution
Remote Desktop Client	RDP 8.1 Client	RDP 10 Client
Port for Signature Pad	Serial DB9	USB
Signature Pads	Topaz T-S460-B-R or ePad Model# VP9801	Topaz LBK462-BSB or ePad Model# VP9801

Please Note: For greater clarity, older operating systems will be supported to the extent that the issue is not operating system related.

Other Certified Products:

Fully Certified Mobile Devices

Microsoft Windows

Microsoft Surface Pro, Surface 2 Pro, Surface 3 Pro, Surface 4 Pro Tablet (WiFi & Cellular capable)

Min specs: Windows 8.1, 4GB RAM, 64GB Hard Drive (this configuration is suitable for Docking/Undocking module, actual HD space dependent on specific needs)

ASUS Transformer T100 (Only WiFi capable)

Min specs: Windows 8.1, 4GB RAM, 64GB Hard Drive (this configuration is suitable for Docking/Undocking module, actual HD space dependent on specific needs)

Nokia 2520 Tablet (10") (WiFi & Cellular capable)

Min specs: Windows 8.1, 4GB RAM, 64GB (this configuration is not suitable for Docking/Undocking module)

Mobile Devices Partially Certified with Exceptions

Google Android

Samsung Galaxy Note 10.1 Tablet (WiFi & Cellular capable)

Min specs: Android 4.1.2, 2GB RAM, 16GB (this configuration is not suitable for Docking/Undocking module)

Dell Venue 8 Tablet (Only WiFi capable)

Min specs: Android 4.3, 2GB RAM, 12GB RAM (this configuration is not suitable for Docking/Undocking module)

Apple iOS

Apple iPad Air Tablet (WiFi & Cellular capable)

Min specs: iOS 7.1, 12GB (this configuration is not suitable for Docking/Undocking module)

Thin Clients:

HP Model T510 (product# B8L63AT)

HP Model T610 (product#B8C95AT)

Printers:

Please Note: “Home” class printers are not supported. Printer must have driver for Licensor then currently installed Windows Server operating system

Certified Printer:

Business Class Printers from Dell Lexmark, HP, etc... are acceptable for example: Dell Business Class Laser Printer – Model 2360dn

Fax:

Multi-Tech FaxFinder Fax Server Model FF240 (must be installed on customer premises, there is a nominal charge for TenEleven configuration)

Minimum Software Component Requirements:

- ***AntiVirus software packages- must be configured to exclude eCR messaging.***

Minimum bandwidth connectivity to TenEleven Datacenter:

- *Sites with up to 20 employees*
 - *10Mb download, 2Mb upload*
- *Sites with up to 100 employees*
 - *15Mb download, 5Mb upload*
- *Whitelisting - All Licensee sites must have static IPs that must be given to Licensor.*
- ***TenEleven network traffic must be prioritized above all other network traffic on Licensee internal network.***

Note - customer prepared infrastructure must be certified, in writing, by TenEleven as a prerequisite to Go-Live.

Exhibit A

LICENSEE ORDER (Proposal + Schedules)

Schedule D

Canned Reports [20]

Reports are listed under their folder location with a basic description of pertinent data and business rules

Main Directory [3]

- **Reporting Crosswalk**
List of all Reports with the Mapping of their Old Folder to their New Folder when Reports were reorganized in March 2016
- **Reporting List**
List of all Canned Reports, Adhoc Reports, and Models on this Reporting site
- **Reporting Legend**
Definitions of eCR and Reporting terms/acronyms to help users better understand the system

Administration [7]

- **Chart Attachments by User**
List of Attachments made to Charts by eCR Users within a specified time frame
- **My Billing Removed Progress Notes**
List of all Progress Notes that were manually removed from the My Billing screen
- **Patient Details Audit Log**
Listing of details changed per Patient's Records and Patient's Forms
- **Patient List by Age Group and Gender**
Summary, Bar Chart, and Details of Patients by Age Group and Gender, including key Chart Status dates
- **User Certification History**
View all Users Certifications as well as the dates they expire
- **User Login History**
View Date/Time when eCR users log in and out of system with filters on date and time
- **Voided and Unsigned Forms**
List of Forms and Progress Notes that were either Voided or Unsigned as well as Attachment Deleted off the Chart

Alerts [3]

- **Alert Report - Dates**
Show due or overdue alerts with details on program, patient, and therapist, grouped by program, based on dates alerts were due
- **Alert Report - Forms**
Show due or overdue alerts with details on program, patient, and therapist, grouped by program, based on forms alerts that were due

- **Alert Report by User**
Display Alert Reports (Form / Date Alerts, Instant Alerts, Instant Messages, Lab Results) per User. Filter based on User and Active / Inactive Alert

Bed Management [4]

- **Bed Management History Report**
List of all beds with list of patients who have occupied that bed
- **Bed Management Report**
Listing of all patients with their Chart, Primary User, and Discharge Details (Date, Reason, Status, Note)
- **DCF Monthly Residential**
Summary of all Inpatient Billing charges for a given date range including Client info
- **Patient Bed Count Per Month**
Find how many days per month patients were in a bed

Billing [10]

- **Attendance Billing**
Break down Attendance Billing by School (Insurance) for Tuition and Dormitory Fees
- **Authorization - Prior Day Admits**
View insurance authorizations for patients admitted on the prior day
- **Billing Recap**
Billing details for each Billing File, filtered on Insurance or Billing Code
- **Eligibility Patient Month of Recertification**
Patient's month of recertification details from the Eligibility File (271) per patient within a specified date range
- **Eligibility Results**
Details of Eligibility File (271) results per patient within a specified date range
- **Insurance Authorization Report**
View authorizations grouped by insurance for patients with a certain amount of insurance auths remaining
- **My Daysheet Forecast**
View one day's worth of Progress Notes written vs Checked In Appointments without Progress Notes written
- **Payer Transfers**
Details on transfers between insurances grouped by Payer within a specified time frame
- **Unbilled Claims**
View all claims within a Date Range which are in the Unbilled queue of Insurance Billing
- **Unprocessed Appointments and Notes**
Inpatient and Outpatient Appointments as well as Progress Notes which have not been processed through My Billing

Caseload [6]

- **Caseload Report**
Listing of all patients with their Chart, Diagnosis, Primary User, Doctor, and NP
- **Health Home Caseload Summary Client Info**
Patients with details on Billable, Non-Crisis Pre-Admit Visit count, Dates of Last Completed Assessment and TP, and other Chart info

- **Health Home Caseload Summary Services Info**
Billable Progress Notes (NYCN or NYCCN only) or Group Note where DOS is within Date Range and Patient Attended
- **Prescriber Caseload Listing**
Listing of Procedures performed within specified time frame with Caseload Info and Visit Type filter
- **Weekly Caseload Summary Client Info**
Listing of Patients with specified Chart Statuses, Preadmit Visit count, Date of last Treatment Plan, and Primary Diagnosis
- **Weekly Caseload Summary Services Info**
List of Patients with Visits Types performed during a specified time frame including Program, Location, and DOB

Chart Metrics [9]

- **Accounting of Disclosures**
View details from Accounting of Disclosures form within specified time frame and for specified Programs, Users, and Patients [Additional eCR Module Required]
- **Chart Status Analysis**
View graphic representation of Active Patients, Admits, Discharges, and all Chart Statuses over time
- **Length of Stay**
Patient Chart details including all status dates plus Length of Stay calculations
- **Patient Admit Status by Primary**
Billable Checked In Appointments 1 through 3, NYSAN Completed Date, and Admit Date for each Patient grouped by Primary Clinician
- **Patient Chart Status Change History**
History of when each patient's chart changes status
- **Patient Chart Status Count by Date**
List of all Patient Chart Statuses with a count and details of those patients moved into that status
- **Patient Discharge Details**
Details on all patients who were discharged within a specified time range; include Discharge Date, Reason, Status, and Note
- **Request for Psych Evaluation Summary**
Details from the SA4RPE form completed on a Patient chart and checks the associated Scheduler Appointment Status
- **Veterans List - Comp Psych Eval**
Display patients who indicated they are a Veteran on the Comprehensive Psychosocial Evaluation form (TA05_12_v2)

Children Service [4]

- **Children Services Client Summary**
Summary of completed CCF028_CSPN forms grouped by Patient
- **Children Services Report - OMH**
Aggregate counts of numerous fields from Charts with completed versions of both CCF028_CSPN and CCF028_UA forms
- **Children Services Tracking**
Summary of Visit Types for Charts with a completed CCF028_CSPN form
- **Summary of Children Services Log**
Summary of completed CCF028_CSPN forms grouped by Location

Compliance [5]

- **Appointment to Progress Note Reconciliation**
Appointments with the status of their accompanying Progress Note; replaces Missing Notes and Billable but Not Locked reports
- **Billable but Not Locked**
List of Patients who had Billable Visits with incomplete Progress Notes
- **Compliance to Business Rules**
View patients with Assessment / Treatment Plan / Treatment Plan Review deadlines that have not been met
- **Missing Notes**
View patients with individual or group appointments without a Progress Note
- **Progress Note Inactivity**
Within a given time frame, show patients with active charts who have not completed a PN of specified Visit Type

Compliance - Form Specific [8]

- **Dutchess County Export**
5 separate reports - Demographics, Diagnosis, Assignment, Services, and Risk Flagging
- **FACT GP Export**
Export data from the Health Home Functional Questionnaire (HH_FQ) and the Fact GP (Fact_GP) forms
- **Form Status by Patient**
View which Patients have or have not had a certain form started / completed / locked within a specified time frame
- **Nursing Assessment - TA06**
Listing of all patients who have a TA06 due within 14 days of filter date
- **Primary Clinician Forms Completed**
Visual representation of 7 different NYSCRI forms and if they are completed on time grouped by Primary Clinician
- **Strengths and Difficulties Questionnaire Summary**
Listing of all Strength and Difficulty Questionnaire Forms (MH011_SDQ) completed in specified date range
- **Utilization Review Report**
View patients with Utilization Reviews due for Admission, Retention, Discharge; including stats for each Review type
- **Utilization Review Retention**
View patients with Utilization Reviews (Retention only) due for a chosen timeframe, including stats for each Review type

Crisis [3]

- **Crisis Services Tracking**
Listing of CC028_CST Form data along with aggregate numbers
- **Crisis Services Utilization**
Monthly counts of numerous fields from the CCF028_CST Form including Emergency Type, Crisis Type, and Outcomes
- **MCT Crisis Report**
Patient, Emergency Type, and Crisis Type information from completed versions of the CCF028_CSTv2 form

Dashboards [2]

- **CANS Outcome Dashboard**
Bar chart and data table of overall patient improvement based upon CANS-MH form
- **Trending DLA-20 and PHQ-9 Results**
View clinical and patient health trends based on PHQ9 and DLA-20 forms

Domestic Violence [4]

- **Domestic Violence - Client Total Services**
Sum of services performed per service for specified Patients from the CCF028_HCL, CCF028_NRPIN, and CCF028_WIL forms
- **Domestic Violence - Shelter Denials**
Summary of Shelter Denials based on information entered on one of three forms: CCF028_SI, CCF028_WILv2, CCF028_HCLv2
- **Domestic Violence - Staff Total Services**
Sum of services performed per service for a specified Staff Member from the CCF028_HCL, CCF028_NRPIN, and CCF028_WIL forms
- **Domestic Violence - Tracking Log**
List of Patients who had a Walk-In Log (CCF028_WIL) and/or Hotline Call Log (CCF028_HCL) forms completed

eCR Lists [6]

- **eCR Master List - Access Levels**
List all values for the User Access tabs in the Access Level Permissions screen in eCR for each User Group
- **eCR Master List - Diagnoses**
List all values for eCR ICD9 and ICD10 Diagnosis Codes
- **eCR Master List - Insurances**
List all values from eCR setup of the Administration > Insurances screen
- **eCR Master List - Procedures**
List all values from eCR setup of the Administration > Procedures screen
- **eCR Master List - Users**
List all values from eCR setup of the Administration > User screen
- **eCR Master List - Visit Types**
List all values from eCR setup of the Administration > Visit Types screen

Financial - Accounts Receivable [8]

- **Accounts Receivable Follow Up**
Simplified version of Accounts Receivable which allows user to choose Overdue time frame
- **Total Accounts Receivable by Client Details**
Outstanding balance for each Visit grouped by Patient broken down by every 30 days past due
- **Total Accounts Receivable by Payer Details**
Outstanding balance for each Visit grouped by Payer broken down by every 30 days past due
- **Total Accounts Receivable by Program Summary**
Summary data of outstanding balance for all Visits grouped by Program broken down by every 30 days past due; includes pie chart

- **Total AR Aged by First Bill Date by Client Details**
Outstanding balance for each Visit grouped by Patient broken down by every 30 days past First Billed Date
- **Total AR Aged by First Bill Date by Payer Details**
Outstanding balance for each Visit grouped by Payer broken down by every 30 days past First Billed Date
- **Total AR Aged by First Bill Date by Program Summary**
Summary data of outstanding balance for all Visits grouped by Program broken down by every 30 days past First Billed Date; includes pie chart
- **Visit Balance by Payer Details**
Aged balances of Visits where Date of Service is within a Date Range grouped by Payer

Financial - Charges [4]

- **Charges by Client Details**
Charges with Procedure details grouped by Patient
- **Charges by Program Summary**
Summary data only of Charges per Program; includes pie chart
- **Gross Charges by Primary Payer Details**
Charges with Procedure details grouped by 1st billed Insurance, ignoring co-pay
- **Net Charges by Primary Payer Details**
Charges with Procedure details grouped by 1st billed Insurance, incorporating co-pay

Financial - General [2]

- **Ledger**
Ledger including Insurance Transfers and Billing with filters on Program, Payer, Patient, Payment Type, and Date Range
- **Visits with Credit Balances**
Details on open Visits where overpayments were made per Payer or RP, grouped on Payer

Financial - Payments [11]

- **Denial Management by Code**
View Denied Payments from 835 Billing File and from \$0 Pay Manual Payments including Visit and Procedure info summarized by Denial Code
- **Denial Management by Patient**
View Denied Payments from 835 Billing File and from \$0 Pay Manual Payments including Visit and Procedure info summarized by Patient
- **Denial Management by Remit**
View Denied Payments from 835 Billing File and from \$0 Pay Manual Payments including Visit and Procedure info summarized by Remit File
- **Payments Analysis by DOS**
Payments, Unapplied Payments, and Write-offs grouped by Payer including Patient and Reference Number details with an optional Date of Service filter
- **Payments by Client Details**
Payments, Unapplied Payments, and Write-offs grouped by Patient including Insurance and Reference Number details
- **Payments by Payer Details**
Summary data only of Payments, Unapplied Payments, and Write-offs per Program; includes pie chart

- **Posting Activity**
Details on Postings made per Program and Transaction Date; includes Amount, Insurance Charge, Copay, Reference Number, and Reason Codes
- **Posting Batch Activity By DOD**
Posting details for one DOD and one Insurance detailed by Program
- **Responsible Party Payments**
Payments made by Responsible Parties grouped by Program with filter for Payment Type
- **Write-Off Analysis**
Aggregate numbers and details of Write-Off Reason Codes

HIV [5]

- **AIRS Testing Quality Assurance**
Patient Name, MRN, and 16 questions for AIRS Testing Quality Assurance
- **C and T Encounters Report**
Display the Count or Percentage for numerous calculations based on AIRS_CTRB and NYCH_SA2 forms
- **eSHARE Service Summary**
Count of Clients Served and Units of Service for 5 different HIV Services within a chosen time frame and YTD
- **eSHARE Testing Data Summary**
Display the Count or Percentage for numerous calculations grouped by either Month, Quarter, or Year
- **eSHARE Testing Quality Assurance**
Patient Name, MRN, and 16 questions for eSHARE Testing Quality Assurance

Labs [6]

- **eLab Orders**
View all Created, Sent, Cancelled or Removed eLab Orders with filters for Program, Date Range and Patient.
- **eLabs Progress Note Reconciliation**
View eLab details per patient, per facility for either normal or abnormal results as well as if a Progress Note was filled out
- **eLabs Received by Chart**
View eLab details per patient, per facility for either normal or abnormal results grouped by ChartID existence
- **eLabs Received by Patient**
View eLab details per patient, per facility for either normal or abnormal results
- **eLabs Received with Details**
Complete eLab details per patient, grouped by each lab submission, including all result details to meet regulations
- **eLabs Received with Order Details**
Complete eLab details per patient, grouped by each lab submission, including all result details to meet regulations. Includes Order, Lab Facility Name, Director Name, and eCR patient Program.

Meaningful Use [3]

- **Meaningful Use - Generate Patient List**
Listing of patients with specific filters on Diagnosis, Medications, Zip Code, Labs, Age, etc
- **Meaningful Use - Growth Chart**
Graph of Height, Weight, and BMI by age for specified patient

Medications [13]

- **Medication Category Monitoring**
Statistics and List of Patients grouped by number of Medications assigned to a specified Medication Category
- **Medication Dispensing - DEA Monthly Report**
Summary of Methadone usage to be provided to DEA for selected month
- **Medication Dispensing - Inventory**
Dosage amount and medication count remaining for each Bottle of Medication
- **Medication Dispensing - Total Per Day**
Daily summary of how much medication was dispensed, adjusted, and transferred from each container
- **Medication Dispensing - Total Per Patient and Missed Doses**
Quantity of medication dispensed per Patient per Day with details on who and where it was dispensed as well as a filter for Patients Unavailable
- **Medication Dispensing - Visit Count**
Count of each "Clinic" (AKA: Face-to-face) visit for a duration of time. Grouped by Location and Patient.
- **Medication Dispensing - Weekly Schedule**
Daily breakdown of Medication scheduled to be dispensed to patients based on Medication Dispensing module
- **Medication Dispensing List**
List of all Medications (MAR Protocol, Routine Meds, PRN Meds) that are due for each Patient while they are Admitted
- **Methadone Sign In Sheet**
Sign in sheet for all Patients with an Active Chart
- **Missed and Late Doses**
Display patient and medication information if meds are missed, late, or not given within a specified date range
- **Nursing Medication Dispensing Report**
List of all Medications (MAR Protocol and Routine Meds) that are due for a chosen timeframe
- **Patient Allergies with Medications**
Display patients grouped by whether or not they have Allergies, Medications or the flags indicating neither
- **PRN Efficacy Export**
Display dosage details and efficacy statements from PRN Medications dispensed

OASAS [3]

- **PAS Submission**
Details needed to complete any of the following forms: PAS 44N, PAS 45N, PAS 46N, PAS 61N; includes all applicable chart dates per client
- **PAS48 Report**
Details needed to complete the PAS 48 Report
- **PAS48N Patient Days**
Data needed to fill out PAS-48N Patient Days Report

OMH [4]

- **OMH PCS 2015 Export Summary**
Data from the OMH Patient Characteristics Survey 2015 (OMH_PCS_15) form

- **OMH PCS 2015 File Generation Summary**
Data from PCS File Submission screen in eCR
- **OMH-4 Consolidated Fiscal Report**
New York State Consolidated Fiscal Report (OMH-4)
- **OMH-4 Visit List**
List of all Visits within a specified time frame for a particular Payer group from the OMH-4 report

Patients [15]

- **At Risk Patients**
Display information of patients who have been labeled as "at risk"
- **CDS Dashboard**
One-page report detailing specified patient; Patient History, Appointment Compliance, Abnormal eLab Results, Suicide Alerts, Health Issues
- **eCR Notes List**
View Patient Notes and Billing Notes information including who wrote them and if acted upon
- **History of Diagnosis**
List of changes to Primary Diagnosis per patient chart
- **IOS Patient List**
List of patients who are flagged as Intensive Outpatient Services (IOS) within a date range
- **Patient Allergies**
Display active and inactive allergy information for selected patient
- **Patient Demographics - FACE Sheet**
Counts and Percentages of Patients grouped by different demographic values from the CCF018_FSV2
- **Patient Diagnosis List**
List of diagnoses (ICD10 and ICD 9 Axis I to V) for patients within specified admit date range; also look for Patients missing a Diagnosis
- **Patient Insurance List**
List of Patients with all Insurance information filtered on Admit Date, Programs, Chart Phase, SED, Managed Care
- **Patient Insurance Pairings**
List of Patients who have the two selected Insurances on the selected As Of Date
- **Patient List with Required Demographics**
List of all Patients with a Progress Note and data in fields DOB, Gender, Race, Ethnicity (or Hispanic), and Preferred Language
- **Photo ID Report**
Show patients photo, name, therapist, admit date, chart #, etc for patients with active charts within a chosen date range
- **SED File Submission**
File Submission for user-selected Admit Date range
- **Trauma Informed Module Patient List**
Scoring information and details of the Quality of Life Assessment form (DLA_20) saved on a patient chart
- **UDF Export**
Display all User Defined Fields from the Patient Details screen

Practice Visit Stats [8]

- **Practice Stats - By Age**

- Patient Stats per visit for a user-defined date range broken out by Age Range
- Practice Stats - By Catchment
 - Patient Stats per visit for a user-defined date range broken out by Catchment
- Practice Stats - By Diagnosis
 - Patient Stats for a user-defined date range broken out by Diagnosis (ICD9 and/or ICD10)
- Practice Stats - By Gender
 - Patient Stats per visit for a user-defined date range broken out by Gender
- Practice Stats - By Insurance
 - Patient Stats per visit for a user-defined date range broken out by First Billed Insurance
- Practice Stats - By Procedure
 - Patient Stats per visit for a user-defined date range broken out by Procedure
- Practice Stats - By Zip
 - Patient Stats per visit for a user-defined date range broken out by Zip Code
- Practice Stats - Code Pairings
 - Patient Stats per visit where patient has both diagnosis codes selected by user

Pre-Admission [8]

- Call Center Intake Export
 - Export relevant data elements from the Call Center Intake form
- Daily Intake Summary
 - Daily Count of Progress Notes for Brief or Normative Intakes, Extended Intake, as well as No Show and Rescheduled Appointments with aggregate calculations
- Intake Retention
 - List patients who called in for Phone Pre-Intake then follow their progress through their first three billable appointments
- Monthly County Assessment Stats
 - Referred patients grouped by primary insurance with specific details from PHC Prescreen and PHC Needs Assessment forms
- Pre Phone Intake Referent
 - Details from Intake Client Contact - Referent (TGI_ICCR) and - Self Referral (TGI_ICCSR) where form was created within selected time frame
- Pre-Intake Progress
 - List patients who called in for Phone Pre-Intake then follow their progress through their first two appointments
- Referral Report
 - View patient, SED, LOE, diagnosis, and referral information for patients from NYSCRI Personal Information Form
- Waitlist Report - NYP2PI
 - Chart information as well as Presenting Problem, Referral Source, and School Attends from NYP2PI form

Prevention [2]

- Family Relation Report
 - View listing of Families and Patients within those Families or a list of Patients not included in a Family
- Family Service Activity
 - Details of completed Service Activity Logs grouped by Program and then Family

Progress Note Metrics [12]

- **BHRS Unit Attainment Report**
Summary of BHRS Prescribed and Actual Units grouped by Program and Visit Type.
- **Contact Summary**
List of Patient Appointments with Linked Progress Notes
- **County Invoice Report**
Progress Note details grouped by Patient and Visit Type
- **Disposition Note High Risk Patient List**
List of patients who currently have SA015 Disposition Note indicating Patient is High Risk
- **Monthly Intake Summary**
Monthly Count of Progress Notes for Brief or Normative Intakes, Extended Intake, as well as No Show and Rescheduled Appointments with aggregate calculations
- **My Daysheet Report**
Complete details on billing before or after processing
- **Patient Progress Note List - BH020**
List all BH020 Progress Notes filled out within a specified time frame for one patient
- **Progress Note List**
Flat list of signed and locked Progress Notes
- **Progress Note Narrative Detail**
Progress Note details including Visit Type, Procedure, and Note Narrative filtered on Visit Types, Program, and DOS
- **PROS Services**
List of PROS progress notes based on date range selected, with a summary of CRS, IR, ORS, CTMD & CTMR services provided.
- **Service Days Per Patient**
Number of days where patients had a Billable Progress Note signed
- **Unique Persons Served**
List of Progress Notes grouped by Program and Visit Type with counts on Patients Seen and Notes Written

Provider Metrics [2]

- **Provider Productivity - Revenue Collected**
Revenue Billed, Collected per Provider including Payments and Write-offs - based upon the Visit
- **Provider Productivity - Revenue Earned**
Revenue Earned per Provider including units of service, APG weight, visit duration - based upon the Progress Note

Scheduling [17]

- **Audit Group Appointments**
Display Group Appointments for specified date; include appointment details, list of patients with their account #, Visit Type, Check-In status
- **Audit Individual Appointments**
Display Individual Appointments for specified date and provider; include patients with their account #, Visit Type, Check-In status
- **Group Appointments Check in**
Printable sheet to track what patients have checked in for group appointments on a specified day for a specified program

- **Group Appointments Sign In Sheets**
Sign in sheet with or without Full Name / Chart Number
- **Group Appointments Sign In Sheets with Phone**
Sign in sheet for group appointments for a specified day and program; with or without Full Name / Chart Number based on filter choice also including Phone Number and Primary Therapist
- **Group Appointments Sign In Sign Out Sheets**
Sheet with columns to Sign In and Sign Out with or without Full Name, Phone Number, Chart Number
- **Individual Appointments Sign in Sheets**
Sign in sheet for individual appointments on a specified day and program
- **List of Appointments**
View individual and group appointments by Program and Performing Provider given a date range
- **List of Appointments for the Day**
View individual and group appointments by Program and Performing Provider given a date
- **List of Appointments for the Day - Details**
View individual and group appointments with Program and Resource pairings per page then grouped by Appointment Status
- **Scheduled Appointments**
View appointments, their visit type, and the patient status
- **Scheduled Appointments by Clinician**
View all Appointments to see duration statistics per Clinician
- **Scheduled Appointments by Patient**
View one patient per page with a list of their appointments that meet the filters selected
- **Scheduled Appointments by Program**
View appointments, their visit type, and the patient status by Program
- **Scheduled Appointments Call List**
Appointments with patient contact information, balance due, and copay due
- **Scheduled Appointments Insurance Info**
View Appointment details, Patient SSN, DOB, and Phone as well as current Patient Insurance info
- **Scheduled Appointments Status Tracking**
Appointments where patient statuses have changed

Visit Metrics [\[12\]](#)

- **B2H Export**
Patient and Form information from OCFS 8018 Form (HCI and WSP) combined with Budget tab from OCFS 8017 Form
- **Export Report - Visits**
Data export of 40+ fields related to Visits (Charge Entry screen) and the Procedure(s) performed
- **Medical Visit Percentage**
Number of medical visits in relation to total visits per patient; also include Medical Record # and Program
- **Patient Treatment History**
Details of all Visits and Procedures performed on one Patient within a specified time frame
- **Procedures Performed List**
Flat list of Procedures performed with numerous filters
- **Program Procedure Stats**
Aggregate counts of Procedures per each Program, Clinician, and Primary Insurance
- **Undocumented Visits Summary**

View individual or group appointments where corresponding Progress Notes have not been written

- **Units of Service Report**

Visits and Procedures broken down by Insurance and Program

- **Utilization - Charges with Units**

Patient and Charge information including Rendering Provider and Supervisor for Visits

- **Visit Details**

Details on Visits within given date range grouped by Program and Visit ID

- **Visit Report by Procedure**

Details on Visits within given date range grouped by Program, DOS, and Procedure Code

- **Voided Visits**

Claims, DOS, Bill Date, Void Date, Charge, and User for each voided visit by Payer in a defined time frame

Exhibit B

MAINTENANCE AND SUPPORT AGREEMENT

Initially capitalized terms shall have the meaning given to them in the Software License Agreement to which this document is an exhibit or as described in the Definitions section herein. References herein to exhibits refer to exhibits to the Agreement.

Definitions

"**Critical Defect**" means any Defect that involves any error or problem that directly or significantly impairs Licensee's delivery of patient care or ability to use the Licensed Programs.

"**Defect**" means any failure of the Licensed Programs to operate in accordance with the Specifications, Regulatory Requirements or Documentation.

"**Documentation**" means, collectively: (a) all of the written, printed, electronic or other format materials published or otherwise made available by Licensor that relate to the functional, operational and/or performance capabilities of the Licensed Program; (b) all user, operator, system administration, technical, support and other manuals and all other written, printed, electronic or other format materials published or otherwise made available by Licensor that describe the functional, operational and/or performance capabilities of the Licensed Program; and (c) Interface Documentation. For greater clarity, Documentation shall not include Source Code.

"**Licensed Programs Maintenance**" shall mean the maintenance fixes and Updates to the Licensed Programs developed by the Licensor and the associated documentation provided by the Licensor which explains the problems solved, the improved performance characteristics or the new or different function or capacity of the Licensed Programs resulting from such fixes and Updates.

"**Low Defect**" means any Defect that is of *de minimis* or cosmetic nature or any Defect that is not a Critical Defect or a Medium Defect.

"**Maintenance and Support Services**" means the support and maintenance services provided by Licensor to Licensee in order to maintain the Licensed Programs, all as more fully described in this document.

"**Maintenance Services**" shall be a collective term meaning any or all of the following: Licensed Programs Maintenance and Remedial Maintenance.

"**Medium Defect**" means any Defect that involves any error or problem that materially affects Licensee's delivery of patient care or adversely affects Licensee's ability to use the Licensed Programs but for which an alternative temporary solution or workaround acceptable to Licensee, acting reasonably, may be accomplished.

"**Problem**" shall be a collective term meaning any of the following which occur within or result from the original source code of the Licensed Programs: a defect, error, failure, or malfunction which prevents the Licensed Programs from performing its designed functions in conformity with the Specifications, except for Problems resulting from Licensee's failure to perform its obligations hereunder or caused by Microsoft updates to server hardware or software or network changes not authorized by Licensor.

"**Release**" is a term which is used by the Licensor to designate new products released by the Licensor which the Licensor licenses separately for a fee.

“Remedial Maintenance” shall mean assistance in identifying, and verifying causes of suspected Problems (as hereinafter defined) and if verified, providing remedies or bypasses therefore (which assistance includes (a) a telephone “help line” to answer questions regarding the operations of the Licensed Programs, (b) providing a code correction or bypass for Problems verified by Licensor, (c) remote on-line software diagnostics via electronic link, and (d) on-site consultation and assistance with respect to Problems which remain unverified or unresolved through telephonic means after the Licensee has taken all remedial and bypass actions recommended by the Licensor). Any use of bypass to remediate a problem shall be approved by Licensee, acting reasonably.

“Request for Remedial Maintenance” shall mean a request from the Licensee to the Licensor which request includes (a) a detailed and understandable description of the Problem the Licensee has experienced, (b) the effect of such Problem on the Licensee’s use of the Licensed Programs and (c) the name and phone number of the Licensee’s employee with whom the Licensor should initially communicate in providing Remedial Maintenance hereunder with respect to such Problem.

“Specifications” means the specifications set forth in the Documentation.

“Update” shall mean a change made by the Licensor to the Release of the Licensed Programs licensed to the Licensee under the Agreement, which change is (a) necessary to comply with applicable Regulatory Requirements, or (b) an internal change designed to correct bugs or otherwise provide minor improvements to performance without changing the Licensed Programs’ basic design, structure or functionality.

1. Maintenance and Support of the Licensed Programs

Licensed Programs Maintenance will be provided on an annual basis for the Licensed Program. Licensed Programs Maintenance for any additional Licensor software or third-party software licensed by Licensee in the future from Licensor, or for a new release of the Licensed Program for which an additional license fee is charged may be added to and will result in an increase in Licensee maintenance fees at rates to be agreed upon by the parties. Licensor’s obligation to provide Licensed Programs Maintenance extends only to (i) the Licensed Programs free of additions or changes that have not been made or approved by Licensor, and (ii) platforms and operating environments certified by Licensor for use with the Licensed Programs.

Provided Licensee is current in payments required for Licensed Programs Maintenance, Licensor will provide Licensee with the following Licensed Programs Maintenance services:

- a) Licensor shall correct, at no additional charge, failure of the Licensed Programs (if any) to perform in accordance with the Specifications. Licensor shall also correct, at no additional charge, failure of all Custom Programming, for which Licensee is paying for Maintenance & Support Services, to perform in accordance with the Specifications.
- b) Licensor shall provide a telephone number for Licensee personnel to call for all Maintenance and Support Services as set forth in paragraph 5 below.
- c) In the event Licensor causes any Problems or Defects in the Licensed Programs licensed and in use by Licensee whether as a result of Support and Maintenance Services or otherwise, Licensor shall correct all such Problems or Defects at no additional cost to Licensee and to the reasonable satisfaction of Licensee.

- d) Licensor acknowledges that Licensee is making a significant resource commitment in order to license the Licensed Programs and that Licensee does not want to move to a new system at a later date. Having acknowledged the foregoing, Licensor represents and warrants to Licensee that it will continue to provide Maintenance and Support Services for the Licensed Programs for as long as Licensee continues to license the Licensed Programs from Licensor.
- e) Licensor will make available to Licensee all maintenance Updates to an existing release of Licensed Programs incorporating updates or corrections to the Licensed Programs in accordance with Licensor's commercially reasonable practices. Licensor will provide Licensed Programs Maintenance for the current release version and two previous versions of the Licensed Programs. If Licensee falls further behind than two previous versions of Licensed Program, Licensor will charge Licensee an additional "Non-Updated Maintenance Fee" of \$1,000/month for as long as Licensee is more than two versions behind. Additionally Licensor may require a "Catch-Up Training Webinar" at Licensee expense priced on a T&M basis.
- f) Releases. Licensee understands that New Releases are not included in Support and Maintenance Services.
- g) Licensor shall initiate work upon Licensee's Request for Remedial Maintenance, in accordance with the terms set forth in this paragraph g.

Remedial Maintenance Priorities and Associated Response Times		
Priority Level	Response Time	Status Updates
<u>Critical Defects</u>	1 hour, with Remedial Maintenance commenced immediately thereafter.	Once every 4 hours.
<u>Medium Defects</u>	4 hours, with Remedial Maintenance commenced within the same business day.	Once every business day.
<u>Low Defects</u>	1 day, with Remedial Maintenance commenced within next development cycle.	Once every 5 business days.

For purposes of the foregoing, "Response" means that Licensor has made verbal contact with Licensee to discuss the Defect.

2. Changes to Licensed Programs Maintenance Terms.

After the Term, to be negotiated upon contract renewal, Licensor may make changes to its fees. Such changes shall not result in an increase of more than the greater of CPI or four (4) percent per annum. Except for changes in such fees due to Licensee licensing additional Licensor or third-party software not named in Exhibit A as a Licensed Program, or for a new Release for which the Licensor charges an additional license fee.

3. Licensee Responsibilities

The Licensee has the following responsibilities hereunder:

- a). System Coordinator - Licensee shall designate a System Coordinator and alternate with whom Licensor will directly work on all matters concerning the Licensed Programs and related materials.
- b). Supervision - Licensee shall be exclusively responsible for the supervision, management, control and operational use of the Licensed Program and related materials.
- c). Site Preparation - Licensee is responsible for physical site preparation, and for maintenance of all hardware and peripheral equipment.
- d). Facility and Equipment - Licensee is responsible for physical site preparation power conditioning, and for maintenance of all hardware and peripheral equipment.
- e). Access - Licensee will allow Licensor, without charge, reasonable access to and use of licensee hardware as may be necessary to diagnose and repair any defect. Licensor agrees to abide by all generally applicable Licensee security restrictions.
- f). Competent Personnel - Licensee will provide sufficient staff to enter data and operate the Licensed Program. As identified in the implementation plan, assigned staff must be available and responsible for completion of specific tasks.
- g). Equipment - Licensee agrees to install, maintain and be responsible for all charges related to the use of equipment as needed for the operation of the Licensed Program for the duration of the Agreement, including high speed broadband access to Licensed Program and Licensee Data for on-line diagnosis and inquiry resolution. If equipment is not supplied by Licensor, the specifications of the equipment must be approved by Licensor.
- h). Non-Violation of Existing Agreements - By executing the Agreement, Licensee warrants that the Agreement (including this exhibit and other exhibits thereto) does not violate the terms of any agreement(s) between Licensee and a third-party, and Licensor shall have no liability for any claim based on such third-party agreement(s).

4. Exclusions

Licensor work associated with System Maintenance or additional services does not cover resolution of errors resulting from (a) use of the Licensed Programs with third party software or equipment which has not been previously approved by Licensor, or (b) any non-Licensor modification to the Licensed Programs.

5. Communication Mechanisms

Telephone Support. Licensor telephone help desk support is maintained during regular business hours (8 a.m. to 4:30 p.m. Eastern time on business days) to assist Licensee in reporting errors and in providing first-line support in the use and operation of the Licensed Programs; provided that Licensee may elect to have such services available twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year by paying a premium for such services pursuant to Exhibit A.

Internet E-mail. Licensor maintains an e-mail address for the express purpose of providing contracted support. This special email address shall be managed by “trouble ticket” software which tracks problem progress on an incident by incident basis in order to ensure a timely turn-around for the our clients.

6. Recipient Support

The level of support that Licensor can provide is dependent upon the cooperation and the quantity of information that Licensee can provide. If Licensor cannot reproduce a Problem or if Licensee cannot successfully gather adequate troubleshooting information, Licensor may need temporary login access on Licensee’s computer systems to identify and address the Problem. This may cause a delay in the resolution.

Licensee authorizes Licensor to utilize software that accesses Licensee’s computer systems and allows for fast and effective troubleshooting of problems and also the ability to make changes and upgrade the Licensed Programs from its technology center.

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT is made as of the 15th day of December, 2017, by and between The County of Saratoga, acting by and through its Saratoga County Mental Health and Addiction Services, with an office for the place of business at 135 South Broadway, Saratoga Springs, New York 12866 ("Covered Entity") and TenEleven Group, Inc., with a primary business address of 6047 Transit Road, East Amherst, NY 14051 ("Business Associate").

WHEREAS, the Business Associate provides services for services pursuant to which the Covered Entity may disclose Protected Health Information ("PHI") to Business Associate in order to enable Business Associate to perform one or more functions for the Covered Entity; and

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services ("HHS") and codified at 45 C.F.R. Part 160 and Part 164, Subparts A & E (the "Privacy Rule"), the HIPAA Security Rule (the "Security Rule"), codified at 45 C.F.R. Part 164 Subpart C, and Subtitle D and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), including C.F.R. Sections 164.308, 164.310, 164.312, 164.316, and 164.402.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, and HITECH, including 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, 164.501, 164.502, 164.504, and Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.

2. Obligations and Activities of Business Associate.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, as Required By Law or as permitted by law, provided the use or disclosure would also be permissible by law if made by the Covered Entity.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the Security Rule, including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316, in the same manner that those requirements apply to the Covered Entity pursuant to 45 C.F.R. § 164.504.

(c) Business Associate agrees to mitigate, to the extent practicable and commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or of any Security Incident of which it becomes aware.

(d) Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. §164.410; and any Security Incident of which it becomes aware.

(e) Business Associate agrees to provide paper or electronic access, at the request of the Covered Entity and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide the Covered Entity with the information requested in the electronic form and format requested by the Individual and/or the Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by the Covered Entity.

(f) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(g) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for the purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule and Security Rule.

(h) Business Associate agrees to ensure that any agent, including a Subcontractor or vendor, to whom it provides PHI received from or created or received by Business Associate on behalf of the Covered Entity agrees to substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to that information through a contractual arrangement that complies with 45 C.F.R § 164.314.

(i) Business Associate agrees to document disclosures of PHI and the information related to the disclosures that would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to provide to the Covered Entity or an Individual, in a time during business hours and manner reasonably designated by the Covered Entity upon reasonable advance written notice to Business Associate, information collected in accordance with this Agreement, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 C.F.R. § 164.528.

(k) If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402), it shall, following the discovery of a breach of such information, promptly notify the Covered Entity of the breach. The notice shall include: (i) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (ii) a description of the types of Unsecured Protected Health Information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and (iii) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.

(l) Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.

(m) Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. § 164.501 unless permitted by the HITECH Act.

(n) Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.

(o) Business Associate hereby agrees to comply with state laws applicable to PHI and personal information of individuals' information it receives from the Covered Entity during the term of the Agreement.

(1) Business Associate agrees to:

(A) Implement and maintain appropriate physical, technical, and administrative security measures for the protection of personal information as required by any state law, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device.

(B) Implement and maintain a Written Information Security Program as required by any state law.

(2) The safeguards set forth in this Agreement shall apply equally to ePHI, PHI, and confidential and "personal information." Personal information is defined by any applicable law or regulation and means any information about an individual maintained by any agency, company or organization, including (A) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (B) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information; it

also includes combinations of information such as an individual's first name and last name or first initial and last name in combination with anyone or more of the following data elements that relate to such resident: (i) Social Security number; (ii) driver's license number or state-issued identification card number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to a resident's financial account; provided it is also information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context; however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform one or more functions for, or on behalf of, the Covered Entity provided that the use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity required by 45 C.F.R. § 164.514(d).

(b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.5020(1).

4. Obligations of the Covered Entity.

(a) The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that the limitation may affect Business Associate's use or disclosure of PHI.

(b) The Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that the changes may affect Business Associate's use or disclosure of PHI.

(c) The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that the restriction may affect Business Associate's use or disclosure of PHI. Otherwise, Covered Entity agrees that it will not furnish or impose by arrangements with third parties or other covered entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Business Associate.

5. Permissible Requests by the Covered Entity. The Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Compliance with Electronic Transactions Rule. If Business Associate conducts in whole or part Electronic Transactions on behalf of the Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of Electronic Transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 C.F.R. Part 162. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

7. Term and Termination.

(a) The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by the Covered Entity to Business Associate, or created or received by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to the information, in accordance with the termination provisions of this Section.

(b) Upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:

(i) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party;

(ii) Immediately terminate this Agreement and the Service Arrangement if the breaching party has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

(c) Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from

the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.

(d) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity's written agreement that return or destruction of PHI is infeasible, which agreement will not be unreasonably withheld, delayed or conditions by the Covered Entity, Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

8. Miscellaneous.

(a) A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) The Parties agree to take actions that are necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.

(c) The respective rights and obligations of Business Associate under Section 7 (c) and (d) of this Agreement shall survive the termination of this Agreement.

(d) Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with HIPAA and HITECH.

(e) Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than the Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until the modification is committed to writing and executed by the parties hereto.

(g) This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

(i) This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed in accordance with, the laws of the State of New York, including all matters of constructions, validity, and performance.

(j) All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at its respective address as shown on the Signature page, or at another address that the party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.


(k) This Agreement, including the portions that are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and the parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

"Covered Entity"

THE COUNTY OF SARATOGA, ACTING BY
AND THROUGH ITS SARATOGA COUNTY
MENTAL HEALTH AND ADDICTION
SERVICES

By:



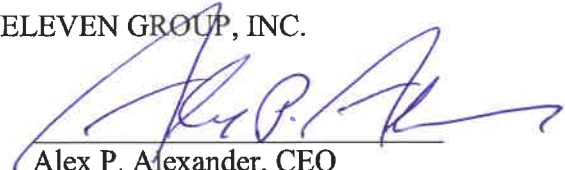
Name: Edward D. Kinowski

Title: Chairman, Board of Supervisors

"Business Associate"

TENELEVEN GROUP, INC.

By:



Alex P. Alexander, CEO

APPROVED: 12/8/17


SARATOGA COUNTY ATTORNEY

Exhibit D

LICENSEE SUPPLIED EQUIPMENT

Exhibit E

CERTIFICATE OF COMPLETION

TenEleven Group Certificate of Completion:

Customer:			
Project:		Project Modalities:	
Project Manager:		Date delivered:	
Customer Representative:		Response due date:	

List of Submitted Deliverables:

Item #	Deliverable Component Description	Version	Accepted date	Accepted by customer representative (initials)	With exception

Exceptions:

Item #	Exception Description	Exception complete date	Accepted date	Approved by customer representative (initials)

Signature: _____ **Date:** _____



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 225 - 2017

Introduced by Supervisors DeLucia, Barrett, Lucia, Johnson, Martin, Richardson and Szczepaniak

AUTHORIZING AN AGREEMENT WITH TENELEVEN GROUP, INC. FOR THE PURCHASE OF AN ELECTRONIC HEALTH RECORD (EHR) SYSTEM FOR SARATOGA COUNTY MENTAL HEALTH AND ADDICTION SERVICES, AND AMENDING THE BUDGET IN RELATION THERETO

WHEREAS, Saratoga County Mental Health and Addiction Services solicited proposals for the development, installation, maintenance and support of an Electronic Health Record (“EHR”) system; and

WHEREAS, an EHR system will ensure compliance with Federal regulatory requirements for tracking, reporting, billing, interoperability, and health information exchange, and will facilitate patient scheduling and the maintenance of clinical treatment documentation; and

WHEREAS, our Public Health Committee and the Commissioner of Mental Health and Addiction Services have recommended that the proposal of TenEleven Group, Inc. for the installation of an EHR system for Saratoga County Mental Health and Addiction Services, the lowest proposal received, be accepted; now, therefore be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with TenEleven Group, Inc. of East Amherst, New York, for the installation and support of an Electronic Health Record system for Saratoga County Mental Health and Addiction Services for a term of five years at an annual cost of \$54,680 for hosting, maintenance and claims/eligibility transactions, plus one-time setup and travel costs in the amount of \$107,040, with total costs not to exceed \$379,815; 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 the 2017 Saratoga County Budget is amended as follows:

MENTAL HEALTH AND ADDICTION SERVICES

Appropriations:

Increase Acct: #1-43-434-7033 Personal Computers	\$ 14,175
Increase Acct: #1-43-434-8160 Data Processing Fees	105,125
Increase Acct: #1-43-434-8520 Software	<u>5,250</u>
	\$124,550

Revenues:

Increase Acct: #1-0599.M Fund Balance

\$124,550

BUDGET IMPACT STATEMENT: Hardware, software and 2017 costs for TenEleven support are covered by state aid and will require an appropriation from fund balance of \$124,550 in order to reappropriate unspent revenues received in 2015.

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT is made as of October 24,2022, by and between The County of Saratoga, acting by and through its Saratoga County Mental Health and Addiction Services, having its principal offices at 135 South Broadway, Saratoga Springs, NY 12866

(“Covered Entity”) and TenEleven Group, LLC, with a primary business address of 6047 Transit Road, Suite 103, East Amherst, NY 14051

(“Business Associate” “ TenEleven ”).

RECITALS

WHEREAS, Business Associate now and in the future may have relationships with Covered Entity in which Business Associate is entrusted with confidential patient information for use in providing services or products to Covered Entity.

WHEREAS, Business Associate and Covered Entity (each a “Party” and collectively the “Parties”) desire to enter into this Business Associate Agreement (“Agreement”) to reflect their understanding of and adherence to maintaining the confidentiality, integrity, and availability of Protected Health Information as required under local, state, and federal regulation. Unless otherwise expressly defined in this Agreement, all terms in this Agreement will have the meanings set forth in the Agreement or in HIPAA. “HIPAA” means the Administrative Simplification Subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations published by the United States Department of Health and Human Services (“HHS”) at 45 CFR Parts 160, 162, and 164, and as may be applicable to the services rendered by Business Associate to the Covered Entity, under the Gramm-Leach-Bliley Act ("GLB"); the Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2 (“Part 2”); Family Educational Rights and Privacy Act (“FERPA”), and implementing regulations.

WHEREAS, the Office of the Secretary of the Department of Health and Human Services has issued regulations requiring certain transmissions of electronic data be conducted in specified standardized formats at 45 CFR Parts 160 and 162 (“Electronic Transmissions Rule”).

WHEREAS, both parties desire to make technical and procedural arrangements to assure that their business relationships meet these regulatory requirements on or before their respective compliance dates.

WHEREAS, both Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Covered Entity (“Protected Health Information”), will be handled between themselves and third parties.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

Regulatory citations in this Agreement are to the United States Code of Federal Regulations, as

promulgated April 14, 2001, interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Agreement, all terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

TERMS AND CONDITIONS

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services.

(a) Business Associate provides services (which may include transaction services as well as servicing hardware or software products) (“Services”) that involve the use and/or disclosure of Protected Health Information. These Services are provided to Covered Entity under various agreements (“Service Agreements”) that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information created or received from or on behalf of Covered Entity necessary to perform its obligations under the Service Agreements. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only:

- (i) to its employees, Business Associates and agents in accordance with Section 2.1(f) below,
- (ii) as directed by the Covered Entity, or
- (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2 and Section 1.3 below, or
- (i) as required by law.

(b) Business Associate may aggregate the Protected Health Information in its possession with the Protected Health Information of other Covered Entities and covered entities that the Business Associate has in its possession through its capacity as a Business Associate to such other entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity.

(c) Pursuant to the Master Agreement between Business Associate and Covered Entity, Business Associate may use, reproduce, aggregate, and modify Protected Health Information and any Personally Identifiable Information contained in the Covered Entity’s data for the purpose of creating De-identified Data from the Protected Health Information and Personally Identifiable Information. De-identified Data means former Protected Health Information and Personally Identifiable Information that is stripped of its identifiable elements, in accordance with the Health Insurance Portability and Accountability Act and its implementing regulations, so as to render the individual’s data de-identified, and no longer constitutes PHI or personally identifiable health information.

1.2. Public Health Activities. Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b)

1.3. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

- (a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and

(b) de-identify any and all Protected Health Information provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. § 164.514(b). Covered Entity acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified information for any lawful purpose.

1.4 Unauthorized Use and Disclosure of Protected Health Information. Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, the Covered Entity, in a manner that would violate the requirements of 42 CFR Part 2, 45 CFR Part 160 and in subparts A and E of 45 CFR. Part 164 (the “Privacy Rule”) if done by the Covered Entity.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate agrees to:

(a) use and/or disclose the Protected Health Information only as permitted under the Minimum Necessary standard or required by this Agreement or as otherwise required by law.

(b) use all reasonable and appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity other than as provided for in this Agreement or as required by state, federal, or applicable international law. Such safeguards shall include regular auditing of the security of the Protected Health Information and data Business Associate maintains for Covered Entity. Additionally, these safeguards will include, but not be limited to:

(i) Training

(a) provide training to relevant employees, contractors, and Business Associates on how to prevent the improper Use or Disclosure of Protected Health Information prior to granting physical and/or systems access to Protected Health Information;

(b) update and repeat training on a regular basis to ensure the confidentiality, integrity, and availability of Personal Health Information as required under HIPAA and applicable federal, state and local laws and regulations that pertain to this Agreement;

(c) ensure that each employee, contractor, and Business Associate who is required to receive training certifies, in electronic or written form, that they have received training. This certification shall include at minimum the name of the person who has received training, the date of the training, and an attestation of compliance for the training topics covered. All training materials and training certification documents shall be retained as required by HIPAA regulation.

(ii) Administrative Safeguards

(a) adopt, distribute, maintain, and review policies and procedures regarding the safeguarding of Protected Health Information in accordance with its applicable administrative procedures and HIPAA regulation;

(b) enforce and document those policies and procedures, including sanctions for anyone found not in compliance;

(c) conduct an organization-wide risk management assessment as required under HIPAA to address and mitigate any security risks and vulnerabilities identified in the risk analysis and, if necessary, revise its policies and procedures accordingly through a risk response plan.

(d) Business Associate shall maintain at its own cost and expense insurance covering Business Associate for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement.

(iii) Technical and Physical Safeguards

(a) implement reasonable and appropriate technical safeguards to protect Protected Health Information, including access controls, authentication and transmission security as required under applicable local, state, and federal law;

(b) implement reasonable and appropriate physical safeguards to protect Protected Health Information, including workstation security and device and media controls as required under law;

(c) encrypt all Protected Health Information stored or transmitted in accordance with the Secretary of Health and Human Service's guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals;

(d) ensure reasonable and appropriate safeguards including but not limited to Business Contingency and a Disaster Recovery Plan that satisfies all HIPAA Security Rule requirements.

(c) report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within ten (10) days of Business Associate's discovery of such unauthorized use and/or disclosure, modification, or destruction of information or interference with system operations in an Information System in a manner that actually negatively impacts the confidentiality, integrity, or availability of Protected Health Information. Business Associate agrees that if any of its employees, agents, Business Associates, and representatives use or disclose Protected Health Information received from, or created or received on behalf of, the Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, Business Associates, and representatives shall receive training on Business Associate's procedures for compliance with the Privacy Rule, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, the Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this agreement shall constitute a material breach of this Agreement.

(i) Law Enforcement Delay. The Business Associate will not be considered in violation of this Agreement to the Covered Entity when subject to a Law Enforcement Delay

under 45 C.F.R. §164.412.

(d) may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). If permitted by law, Business Associate shall prior to disclosing Protected Health Information Required By Law to an administrative or oversight agency, law enforcement, or in response to a subpoena, court order, etc., notify Covered

Entity of such pending disclosure and provide the Covered Entity with a copy of the disclosure request and all information to be disclosed pursuant thereto prior to the disclosure in order that the Covered Entity may have adequate time to oppose such disclosure if the Covered Entity deems it necessary.

(e) establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

(f) agree to require and ensure that all of its Business Associates and agents that receive, use or have access to Protected Health Information under this Agreement, adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement or the Privacy Rule that apply to Business Associate with respect to such information. In no event shall the Business Associate assign any of its rights or obligations under this Agreement without the prior written consent of the Covered Entity.

(g) Audit.

(i) Audit by Secretary of Health and Human Services.

Make available all records, books, agreements, internal practices, policies and procedures relating to the use and/or disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity available to the Secretary of Health and Human Services upon request for purposes of determining the Covered Entity's compliance with HIPAA and the Privacy Rule;

(ii) Audit by the Covered Entity.

Make available records, books, agreements, internal practices, policies and procedures relating to the use and/or disclosure of Protected Health Information received from, or created or received on behalf of the Covered Entity upon request, and no more than once annually, for purposes of determining the Business Associate's compliance with HIPAA. In no event will Business Associate be obligated to share any Protected Health Information from any other covered entity customer during an audit.

(h) maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity in accordance with the Privacy Rule. Within fifteen (15) days of a request by the Covered Entity, Business Associate shall make available to the Covered Entity the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify the Covered Entity in writing promptly of such individual's request no later than five (5) business days of receiving request. The Covered Entity shall be solely responsible for determining whether to provide or not provide an accounting to the requesting individual.

(i) Standard Electronic Transactions.

(i) The parties agree that Business Associate shall, on behalf of the Covered Entity, transmit data for transactions that are required to be conducted in standardized format under the Electronic Transactions Rule.

(ii) Business Associate shall comply with the Electronic Transactions Rule for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

(iii) Business Associate shall ensure that any of its business associates to whom it delegates any of its duties under its contract with the Covered Entity, agrees to conduct and agrees to require its agents or business associates to comply with the Electronic Transactions Rule for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

2.2. Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity agrees:

- (a) to obtain any consent and/or authorization that may be required by 45 CFR § 164.506, § 164.508, 42 CFR Part 2, or applicable state law prior to furnishing Business Associate the protected health information pertaining to an individual;
- (b) that it will not furnish Business Associate protected health information that is subject to any arrangements permitted or required of the Covered Entity under 45 CFR Parts 160 and 162, and 42 CFR Part 2, that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement and the Services Agreement(s), including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 and agreed to by the Covered Entity; and
- (c) that it will inform Business Associate of any known limitations on the use or disclosure of Protected Health Information contained in Covered Entity's Notice of Privacy Practices, any known changes in, or revocation of, any authorizations by an individual to use or disclose his or her Protected Health Information, and any known restrictions on the uses or disclosures of PHI that its Covered Entity client has agreed to or is required to comply with under 45 C.F.R. § 164.522.

2.3 Responsibilities of the Parties with Respect to Designated Record Sets. This Section 2.3 applies only if, in the course of performing the Services, Business Associate and Covered Entity agree that Business Associate maintains Designated Records Sets containing Protected Health Information.

- (a) Business Associate agrees to:
 - (i) at the request of, and in the time and manner reasonably designated by the Covered Entity, provide access to the Protected Health Information requested by an individual to the Covered Entity in order to satisfy a request by such individual under HIPAA; and
 - (ii) at the request of, and in the time and manner reasonably designated by the Covered Entity, make any amendment(s) to the Protected Health Information of an individual that the Covered Entity directs.
- (b) Covered Entity agrees to:
 - (i) notify Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual and agree with Business

Associate as to the time, manner, and form in which Business Associate shall provide such information to Covered Entity;

(ii) notify Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of Business Associate that Covered Entity believes are necessary because of its belief that the Protected Health Information that is the subject of

the amendment(s) has been or could be relied upon by Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information; and

(iii) be solely responsible for the decision to disclose or not to disclose, and to amend or not amend any individual's Protected Health Information.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. General Representations. Each Party represents and warrants to the other Party:

(a) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement; and

(b) that it is in material compliance with the provisions of this Agreement as required by 45 CFR Parts 2, 160, 162, and 164.

4. TERM AND TERMINATION

4.1. Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.4 herein.

4.2. Termination by the Covered Entity. As provided for under 45 CFR § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Services Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to:

(a) provide the Business Associate with five (5) days written notice of the existence of an alleged material breach; and

(b) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within ninety (90) days. Failure to cure in the manner set forth in this Section 4.2 shall be grounds for the immediate termination of this Agreement.

4.3. Termination by Business Associate. Business Associate may immediately terminate this Agreement and any related Services Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, Business Associate may choose to:

(a) provide Covered Entity with five (5) days written notice of the existence of an alleged material breach; and

(b) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Covered Entity must cure said breach to the satisfaction of Business Associate within ninety days. Failure to cure in the manner set forth in this Section 4.3 shall be grounds for

the immediate termination of this Agreement.

4.4. Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of all Services Agreement(s) between Covered Entity and Business Associate.

4.5. Return of Protected Health Information.

(a) Upon the termination of this Agreement pursuant to this Section 4, Business Associate agrees within ninety (90) days to return in a manner designated by the Covered Entity, or destroy with proof of destruction being provided to the Covered Entity, all Protected Health Information of Covered Entity, including such information in possession of Business Associate's Business Associates, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, the Business Associate will notify the Covered Entity in writing. Said notification shall include:

- (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and
- (ii) the specific reasons for such determination.

Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Notwithstanding the foregoing, Business Associate shall not destroy any Protected Health Information in less than three (3) years from the date it is received by Business Associate.

(b) Business Associate may consider all Protected Health Information as abandoned ("Abandoned") by the Covered Entity if attempts to return Protected Health Information to the Covered Entity under section 4.5(a) and Covered Entity has not responded within ninety (90) days from the termination of this Agreement.

(c) Protected Health Information deemed Abandoned in accordance with section 4.5(b) will be destroyed by the Business Associate on the first (1st) day following four (4) years from the termination of this Agreement.

5. MISCELLANEOUS

5.1. Entire Agreement. This Agreement supersedes all prior or contemporaneous understandings or contracts, and constitutes the entire agreement existing between the Parties regarding the subject matter of this Agreement.

5.2. Change in Law.

(a) Business Associate agrees that it will comply with any changes in HIPAA, the Privacy Rule, and the Electronic Transactions Rule by the compliance date established for any such changes. The Parties agree to negotiate in good faith mutually agreeable amendment(s) to this Agreement

to give effect to such changes in law; provided, however, that if the Parties are unable to agree on mutually agreeable amendment(s) within ninety (90) days of the relevant change in law, either Party may terminate this Agreement upon written notice to the other Party.

(b) The Parties acknowledge that certain aspects of this Agreement may be affected by laws, treaties, and regulations of the United States, as well as applicable laws, treaties, and regulations (collectively, the “Applicable Laws”). Parties assume responsibility for compliance with all Applicable Laws pertaining to this Agreement including laws relating to data protection.

5.3. Construction of Terms.

(a) The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA and the Privacy Regulation issued by HHS from time to time.

(b) In the event any terms of this Agreement conflict with any terms of the Services Agreement, the terms of this Agreement shall govern and control.

5.4. Survival. Section 6 and this Section 5.4 shall survive termination of this Agreement. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 2.2, and 4.5, solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement for so long as such information is retained.

5.5. Amendment; Waiver; Assignment. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.6. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.7. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

5.8. Effective Date. The Effective Date of this Agreement shall be the later of October 24, 2022, or the date on which both parties have executed the Agreement.

5.9. Affiliates. This Agreement shall be binding upon the parties and their current and future Affiliates, successors and permitted assigns. “Affiliate” shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls, either party to this Agreement or any of its subsidiaries.

5.10. Governing Law. This Agreement is governed by the laws of the State of Alabama without giving effect to Alabama’s conflict of laws principles.

5.11. Notices. All notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or via facsimile to the facsimile telephone numbers listed below. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein below provided.

" Covered Entity" or " Customer" :

Name: The County of Saratoga, acting by and through its
Saratoga County Mental Health and Addiction Services

Address: 135 South Broadway
Saratoga Springs, NY 12866

Phone: 518-584-9030**Phone:**

Fax: 518-581-1709

Email: moreausuper@townofmoreau.org

Attention: Theodore T. Kusnierz, Jr.

" Business Associate"

TenEleven Group, LLC

Name:

Address: 6047 Transit Road, Suite 103
East Amherst, NY 14051
(844) 758-3902

Fax: -

Email: compliance@10e11.com

Attention: Compliance

6. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

" Covered Entity" or " Customer" :

Name: The County of Saratoga, acting by and through its
Saratoga County Mental Health and Addiction Services

Address: 135 South Broadway
Saratoga Springs, NY 12866

Phone: 518-584-9030**Phone:**

Fax: 518-581-1709

Email: moreausuper@townofmoreau.org

Attention: Theodore T. Kusnierz, Jr.

" Business Associate"

TenEleven Group, LLC

Name:

Address: 6047 Transit Road, Suite 103
East Amherst, NY 14051
(844) 758-3902

Fax: -

Email: compliance@10e11.com

Attention: Compliance

Sign Name

Sign Name

Printed Name

Printed Name

Mary Carol Morrissey

Title

Title

Date

Date



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: Mental Health and Addiction Services



DATE: 10/26/22

COMMITTEE: Health and Human Services



RE: Opioid Settlement - Family Support Navigator services

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

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with Alcohol and Substance Abuse Prevention Council of Saratoga, Inc. for Family Navigator Services

3. Specific Details on what the resolution will authorize:

The resolution authorizes the County of Saratoga, acting by and through the Saratoga County Department of Mental Health and Addiction Services, to enter into an agreement with The Alcohol and Substance Abuse Prevention Council of Saratoga, Inc. (the Agency) for the provision of Family Support Navigator (FSN) services, and to amend the 2023 budget in relation thereto. The FSN program is designed to connect families with community-based treatment, rehabilitation and support services, and to break down barriers to access such services. Under a three-year agreement, the proposed resolution utilizes the Opioid Settlement Sharing Agreement to fund 50% of the \$308,673 cost of services, and the remaining 50% will be covered by the Agency. An additional one-time cost of \$19,435 for educational materials, designed to enhance family members' understanding of addiction and care, will be 100% reimbursed to the Agency by the County in the first year.

The agency has submitted a proposal totaling \$70,880.50 in the first year, commencing 1/1/23-12/31/23; \$51,445.50 in the second year, commencing 1/1/24-12/31/24; and \$51,445.50 in the third year, commencing 1/1/25-12/31/25.

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.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
			\$70,880.50

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.43.443-8738.002
- b. Budget year impacted 2023
- c. Details

Funds are included in the 2023 tentative budget using Opioid litigation damage award.

The total Saratoga County portion is \$173,771.50, and will be paid for using opioid settlement funds over a three year period from 1/1/2023-12/31/2025.

6. Are there Amendments to the Compensation Schedule?

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 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

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

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

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- 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. Supporting 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 Resources for Families list of materials, Prevention Council MOU

10. Remarks:

This proposal uses 100% opiate settlement funds.

FSN - 35 hours/week

Salary	\$ -		\$ 54,000.00	
Fica	7.65%	\$ 4,131.00		
Unemployment/WC	3%	\$ 1,620.00		
Disability	\$ 9.90	\$ 118.80		
Retirement Match	3%	\$ 1,620.00		
Life Ins. 7.15	\$ 7.15	\$ 85.80		
Health Ins. 700	\$ 700.00	\$ 8,400.00	\$ 15,975.60	\$ 69,976

Supervision 5% \$ 3,500

Mileage Reimbursement 0.585 3960 \$ 2,317

Travel per mile \$ -

OTPS

Advertising and Media	\$ 500.00			
Conference and Trainings	\$ 3,500.00			
Office supplies: business cards	\$ 160.00			
Office supplies: misc.	\$ 240.00			
Insurance	\$ 360.00			
Email	\$ 48.00			
Telephone/Internet	\$ 492.00			
Airtable	\$ 144.00			
Program Material/Literature	\$ 1,000.00			
Computer/copier/website	\$ 400.00			
Laptop	\$ 1,000.00			
Cell phone card/annual	\$ 500.00			
Purchase of cell phone	\$ 300.00			
			\$ 8,144.00	\$ 8,144

Admin at 18% \$ 15,109

Rent: 5% of total space \$ 320.50 \$ 3,846

Total \$ 102,891

MEMORANDUM OF UNDERSTANDING

Agreement made and entered into this _____ day of _____, 2022, by and between the **County of Saratoga**, having its principal place of business at 40 McMaster Street, Ballston Spa, New York 12020, acting by and through the **Saratoga County Department of Mental Health and Addiction Service (SCMHAS)**, and the **Alcohol and Substance Abuse Prevention Council of Saratoga, Inc. (ASAPC)**, a not-for-profit agency having its principal office at 125 High Rock Avenue, Saratoga Springs NY 12866, for the provision of Family Support Navigator services.

OVERVIEW: The Prevention Council of Saratoga County (ASAPC) will provide a Family Support Navigator (FSN) who promotes and delivers services throughout Saratoga County by assisting families struggling with a family member living with addiction. This full-time position (1.0 FTE, 35 hours a week) and associated operational costs listed within the budget will be paid 50% by Saratoga County Department of Mental Health and Addiction Services (SCMHAS) for 3 years for a total of \$154,336.50. The FSN provides introductions to community assistance agencies and insurance providers and assists in navigating barriers to addiction treatment and recovery services. The FSN provides the following for individuals/families: face-to face office visits, crisis management, assistance with social service needs and other life issues. In addition, there is a one-time cost of \$19,435 to cover costs associated with the purchase of resources/books to assist families in grief or living with addiction that will be reimbursed 100% to ASAPC by SCMHAS in the first year.

DOCUMENTATION: The FSN will document services provided to families and individuals consistent with current protocol for documentation. Healing Springs Recovery Center, a program of The Prevention Council (ASAPC), will maintain these records in a HIPAA compliant fashion, as they are required to by their governing regulations.

PAYMENT FOR SERVICES: Payment for FSN (Family Support Navigator) services will be made directly to ASAPC (see attached budget) for the following amounts within a three-year period commencing 1/1/23-12/31/25: Year 1 - \$70,880.50; Year 2 - \$51,445.50; Year 3 - \$51,445.50. Year 1 includes \$19,435 for the costs associated with the purchase of books and resources for families. ASAPC will bill the Saratoga County Department of Mental Health and Addiction Services on a quarterly basis on a properly prepared Saratoga County voucher.

CONTRACT TERMINATION: Either party to this contract shall have the ability to withdraw from services with 30 days written notice to the other party.

FAMILY SUPPORT NAVIGATOR JOB DESCRIPTION

Qualifications:

- Bachelors Degree in Human Services, or Counseling
- 3 years experience with a mental health/substance use agency
- Strong verbal and written communication skills, interpersonal skills, computer skills

- Innovative interpersonal approach to adults, families and peers
- Willingness to work a flexible schedule (including occasional evenings and weekends) and travel primarily throughout the agency’s geographic area;
- Current valid driver’s license, proof of vehicle insurance, and vehicle availability
- Candidate shall be subject to NYS Justice Center clearance

Job Tasks:

- a. Develop and facilitate the delivery of a high-quality program assisting families in connecting with Managed Care Organizations; treatment facilities; hospitals; community organizations; and support groups.
- b. Seek out and foster collaborative relationships with community agencies, community members and businesses.
- c. Work with staff and volunteers at the Recovery Center in Saratoga Springs in identifying and providing needed family services.
- d. Demonstrate sensitivity to, and respect for, the diverse cultural backgrounds and practices of volunteers, consumers and staff.
- e. Prepare reports and program outcomes, evaluate results, and strategically plan for future.
- f. Collect service delivery data, review reports and program outcomes, evaluate results, and strategically plan for future.
- g. Develop and implement media marketing around all events and programs in support of families impacted by addiction.
- h. Participate in community forums and workshops to educate the public, community leaders and other agencies as to the services offered by FSN
- i. Participate in community committees, events, and coalitions.

COUNTY OF SARATOGA

BY: _____
 Theodore T. Kusnierz, Jr. Chairman
 Board of Supervisors

Dated: _____

SARATOGA COUNTY DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

BY: _____
 Michael S. Prezioso, Ph.D,
 Commissioner

Dated: _____

**THE ALCOHOL AND SUBSTANCE ABUSE PREVENTION COUNCIL OF SARATOGA,
INC.**

BY: _____
Janine Stuchin, Executive Director
FEDERAL ID #: 14-1626662

Dated: _____

APPROVED AS TO FORM AND CONTENT

BY: _____
Michael Hartnett
County Attorney

Dated: _____

RESOURCES FOR FAMILIES	COST									
RECOVERY BOOKS										
Beyond Addiction	\$16	x50	\$800							
The Beyond Addiction Workbook for Families	\$25	x20	\$500							
Invitation to Change Workbook (20 people x 3 sessions)	\$16	x60	\$960							
The 20 Minute Guide for Parents	\$16	x50	\$800							
The 20 Minute Guide for Partners	\$16	x30	\$480							
Getting Your Loved One Sober	\$15	x15	\$225							
GRIEF BOOKS										
Understanding Your Grief after a Drug-Overdose Death (Words of Hope and Healing) Paperback – September 1, 2020	\$10	x40	\$400							
When a Child Dies From Drugs: Practical Help for Parents in Bereavement	\$21	x40	\$840							
Living When A Loved One Has Died: Revised Ed	\$21	x40	\$840							
TOTAL Books/Resources			\$5,845							
RECOVERY FAMILY TRAININGS										
Train the Trainer Invitation to Change Model	\$700	x10	7000							
Train the Trainer CRAFT Model	350	x5	1750							
MOU with Trainer to Facilitate Program @ (8 classes x 4 hours x \$30/hour)	960	x4	3840							
Refreshments for final meeting x 10 Trainings	100	x10	1000							
TOTAL TRAININGS			13,590							
GRAND TOTAL			19,435							



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: Mental Health and Addiction Services

DATE: October 27, 2022

COMMITTEE: Health and Human Services

RE: 2023 Agency Contracts

1. Is a Resolution Required:

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

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.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted 2023
- c. Details

Funding for these contracts has been placed in the 2023 tentative budget.

6. Are there Amendments to the Compensation Schedule?

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 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 N

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

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

- 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. Supporting 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 Resolution 296-2021, Resolution Tracker, Agency Appropriations

10. Remarks:

None of the increases are above the 10% contract threshold authorized by Resolution 296-2021, which allows the committee to accept additional funds from the State of New York in support of the services provided by our agencies without further amendment. A letter signed by the Commissioner and countersigned by the Agency detailing the increase in state aid is sufficient to document and effectuate the increases as set forth in the original contract.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 296 - 2021

Introduced by Supervisors O’Connor, Barrett, Connolly, Grasso, Lant, Winney and Wood

AUTHORIZING ONGOING MENTAL HEALTH CONTRACTS FOR 2022 - 2024

WHEREAS, the Community Services Board assists our Commissioner of Mental Health and Addiction Services in administrating the County’s many varied mental health programs; and

WHEREAS, contracts with certain mental health service providers will expire on December 31, 2021; and

WHEREAS, our Health and Human Services Committee has recommended that said expiring contracts be renewed for a term of three years; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute renewal agreements for a term of three years commencing on January 1, 2022 and terminating on December 31, 2024 with the following agencies to provide for the indicated funding per year for their services, subject to State appropriations therefor:

<u>ORGANIZATION</u>	<u>TOTAL</u>	<u>FUNDING LINE</u>
Albany Diocesan School Board aka/Roman Catholic Diocese of Albany	\$ 37,304	NYS OASAS-\$27,849 Saratoga County-\$9,455
The Alcohol and Substance Abuse Prevention Council of Saratoga, Inc.	\$ 683,931	NYS OASAS-\$658,151 Saratoga County-\$25,780
Captain Community Human Services Corp.	\$ 41,301	NYS OMH - \$30,836 Saratoga County- \$10,465
Center for Disability Services, Inc. aka/United Cerebral Palsy of the Tri-Counties, Inc.	\$ 10,264	Saratoga County-\$10,264
Community, Work and Independence, Inc.	\$ 8,646	NYS OMH-\$8,646
Franklin Community Center, Inc.	\$ 75,932	NYS OASAS - \$56,687 Saratoga County-\$19,245

Mechanicville Area Community Services Center, Inc.	\$ 14,992	NYS OMH-\$10,084 NYS OASAS-\$1,486 Saratoga County-\$3,422
Unity House of Troy, Inc.	\$ 14,039	NYS OMH-\$14,039
Northeast Parent and Child Society, Inc.	\$ 12,961	NYS OMH-\$12,961
Rehabilitation Support Services, Inc.	\$ 132,018	NYS OMH-\$132,018
Saratoga Bridges, NYS Association for Retarded Citizens, Inc., Saratoga County Chapter	\$ 64,311	NYS OMH-\$8,544 Saratoga County-\$55,767
Saratoga Center for the Family, Inc.	\$ 18,705	NYS OMH-\$7,620 Saratoga County-\$11,085
Shelters of Saratoga, Inc.	\$ 52,003	NYS OMH-\$38,823 Saratoga County-\$13,180
Rise Housing and Support Services, Inc.	\$1,481,506	NYS OMH-\$1,215,739 NYS OASAS-\$265,767
Unlimited Possibilities, Inc. d/b/a Unlimited Potential	\$ 716,389	NYS OMH-\$679,966 Saratoga County-\$36,423

and, be it further

RESOLVED, that the Health and Human Services Committee is hereby authorized to accept additional grant funds from the State of New York in support of the services provided by the foregoing agencies in an amount not to exceed 10% of amounts stated above per year; and be it further

RESOLVED, that each renewal agreement authorized herein shall provide that the amount stated above may be increased by up to 10% per year of said amount to include additional State grant funding received for the services provided by the agency without further amendment; and, be it further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: Funding for these contracts has been placed in the 2022 Tentative Budget.

RISE Healthy Housing and Support Services, Inc.	441	8726.078	584,482
	441	8726.200	456,464
	441	8726.570	271,316
	441	8726.965	7,111
	443	8726.013	280,119
	Total RISE		1,647,841
Unlimited Possibilities, Inc.	441	8727.002	36,423
	441	8727.014	326,073
	441	8727.037	30,299
	441	8727.039	41,548
	441	8727.040	117,136
	441	8727.200	191,514
	441	8727.965	11,994
	442	8727.001	808
	Total U.P.		755,795
Captain Community Human Services	441	8728.046	18,448
	441	8728.200	14,037
	441	8728.965	0
	441	8728.002	10,465
	Total Captain CHS		42,950
Mechanicville Area Community Services	441	8729.001	9,873
	441	8729.002	3,422
	441	8729.014	423
	441	8729.965	290
	443	8729.001	1,566
	Total Mechanicville		15,574
Community Work & Independence	441	8730.200	9,113
	442	8730.002	0
	Total C.W.I.		9,113
Saratoga Ctr Fam	441	8731.001	8,031
	441	8731.002	11,085
	441	8731.965	9
	Total Saratoga Center for family		19,116
Rehab Supp Svcs	441	8732.078	76,242
	441	8732.200	71,934
	Total Rehabilitation Support Services		148,176
Saratoga Bridges, NYSARC	441	8733.037	9,006
	441	8733.965	0
	442	8733.001	10,272
	442	8733.002	55,767
	Total Saratoga Bridges NYSARC		75,045
Shelters	441	8734.034	40,921
	441	8734.002	13,180
	Total Shelters of Saratoga		54,101
Citizens Committee	441	8735.200	1,000
	Total Citizen's Committee		1,000
The Alcohol & Substance Abuse Prevention Council	443	8738.002	28,280
	443	8738.013	774,266
	Total Prevention Council		802,546
Northeast Parent & Child Society	441	8741.200	13,661
	441	8741.965	0
	Total Northeast Parent & Child Society		13,661
NE Career / Unity House of Troy, Inc.	441	8749.037	14,797
	441	8749.965	0
	Total UHT / Northeast Career		14,797
UCPA	442	8732.002	10,264
	Total United Cerebral Palsy		10,264
Wildwood	442	8734.002	3,596
Albany Diocesan School Board	443	8650.013	29,353
	443	8650.002	9,455
	Total Catholic Schools		38,808
Franklin Community	443	8735.013	59,749

State of Committee Meeting	2022 BUDGET																		2023 BUDGET			THE AMOUNTS ARE ALL COUNTY BUDGET		
	February 2, 2022			February 2, 2022			June 8, 2022			June 8, 2022			October 1, 2022			November 2, 2022								
	Letter Signed by Commissioner & Agency	Contract Amendments		Letter Signed by Commissioner & Agency	Contract Amendments		Letter Signed by Commissioner & Agency	Contract Amendments		Contract Amendments	Letter Signed by Commissioner & Agency		Total New Contract Plus Adjustments By Disability	Resolution 200-2022 New Grand Total	>10% Amount	Letter Signed by Commissioner & Agency		Total New Contract Plus Adjustments By Disability	Resolution 200-2022 New Grand Total	>10% Amount	Letter Signed by Commissioner & Agency			Total New Contract Plus Adjustments By Disability
<10% Amount	>10% Amount	Total New Contract Plus Adjustments By Disability	Resolution 201-2022 New Grand Total	<10% Amount	>10% Amount	Total New Contract Plus Adjustments By Disability	Resolution 201-2022 New Grand Total	<10% Amount	>10% Amount	Total New Contract Plus Adjustments By Disability	Resolution 201-2022 New Grand Total	>10% Amount	<10% Amount	Total New Contract Plus Adjustments By Disability	Resolution 200-2022 New Grand Total	>10% Amount	<10% Amount	Total New Contract Plus Adjustments By Disability	Resolution 200-2022 New Grand Total	>10% Amount	<10% Amount	Total New Contract Plus Adjustments By Disability	2023 Beginning Amount	
27,849		27,849				27,849				1,128	28,977			28,977				376	29,353				29,353	A.43.443-8650.013
9,455		9,455				9,455				9,455				9,455					9,455				9,455	A.43.443-8650.002
37,304		37,304				37,304					38,432			38,432					38,808				38,808	
658,151		658,151				658,151		80,574	738,725	26,657	765,382			765,382				8,884	774,266				774,266	A.43.443-8738.013
25,780		25,780				25,780			25,780		25,780			25,780				2,500	28,280				28,280	A.43.443-8738.002
683,931		683,931				683,931			764,505		791,162			791,162					802,546				802,546	
30,836		30,836				30,836			30,836	1,247	32,083			32,083				402	32,485				32,485	A.43.441-8728.046, 200
10,465		10,465				10,465			10,465		10,465			10,465					10,465				10,465	A.43.441-8728.002
41,301		41,301				41,301			41,301		42,548			42,548					42,950				42,950	
8,646		8,646	8,646			8,646	8,646		8,646	350	8,996			8,996				117	9,113			9,113	9,113	A.43.441-8730.200
56,687		56,687				56,687			56,687	2,297	58,984			58,984				765	59,749				59,749	A.43.443-8735.013
19,245		19,245				19,245			19,245		19,245			19,245					19,245				19,245	A.43.443-8735.002
75,932		75,932				75,932			75,932		78,229			78,229					78,229				78,229	
10,084		10,084				10,084			10,084	507	10,591			10,591				80	10,591				10,591	A.43.441-8729.001, 014
1,486		1,486				1,486			1,486		1,486			1,486					1,566				1,566	A.43.443-8729.001
3,422		3,422				3,422			3,422		3,422			3,422					3,422				3,422	A.43.441-8729.002
14,992		14,992				14,992			14,992		15,499			15,499					15,499				15,499	
14,039		14,039	14,039			14,039	14,039		14,039	569	14,608			14,608				189	14,797			14,797	14,797	A.43.441-8749.037
12,961		12,961	12,961			12,961	12,961		12,961	525	13,486			13,486				175	13,661			13,661	13,661	A.43.441-8741.200
132,018		132,018	132,018			132,018	132,018		132,018	12,127	144,145			144,145				4,031	148,176			148,176	148,176	A.43.441-8732.078, 200
8,544		8,544				8,544			8,544	346	8,890			8,890				116	9,006				9,006	A.43.441-8733.037, 001
55,767		55,767				55,767			55,767		55,767			55,767					55,767				55,767	
64,311		64,311				64,311			64,311		64,657			64,657					64,657				64,657	
7,620		7,620				7,620			7,620	309	7,929			7,938		9		102	8,040				8,040	A.43.441-8731.001, 965
11,085		11,085				11,085			11,085		11,085			11,085					11,085				11,085	A.43.441-8731.002
18,705		18,705				18,705			18,705		19,014			19,023					19,023				19,125	
38,823		38,823				38,823			38,823	1,573	40,396			40,396				525	40,921				40,921	A.43.441-8734.034
13,180		13,180				13,180			13,180		13,180			13,180					13,180				13,180	A.43.441-8734.002
52,003		52,003				52,003			52,003		53,576			53,576					53,576				54,101	
1,215,739	11,343	1,227,082		500	1,227,082	266,267			1,227,082	104,224	1,331,306			1,331,437		131		39,373	1,370,810				1,370,810	A.43.441-8726.014, 034
265,767		265,767			266,267				266,267	10,764	277,031			277,031					277,031				277,031	A.43.441-8726.013
1,481,506		1,492,849			1,493,349				1,493,349		1,608,337			1,608,468					1,647,841				1,647,841	
679,966		679,966				679,966			679,966	30,392	710,358			710,358				9,014	719,372				719,372	A.43.441-8727.014, 037
36,423		36,423				36,423			36,423		36,423			36,423					36,423				36,423	A.43.441-8727.002
716,389		716,389				716,389			716,389		746,781			746,781					755,795				755,795	
OMH TOTALS	0	11,343		0	0			0	0	0	152,169			0	140			0	54,044					
OASAS TOTALS	0	0		500	0			0	80,574	0	40,846			0	0			0	12,605					
AGENCY TOTALS	0	11,343		500	0			0	80,574	0	193,015			0	140			0	66,649					
											2,950													

State of Committee Meeting	2022 BUDGET															2023 BUDGET		
	February 2, 2022			February 2, 2022			June 8, 2022			June 8, 2022			October 1, 2022			November 2, 2022		
	Letter Signed by Commissioner & Agency	Contract Amendments		Letter Signed by Commissioner & Agency	Contract Amendments		Letter Signed by Commissioner & Agency	Contract Amendments		Contract Amendments	Letter Signed by Commissioner & Agency		Contract Amendments	Letter Signed by Commissioner & Agency		Contract Amendments	Letter Signed by Commissioner & Agency	
Annual/Beginning Contract Amount	<10% Amount	>10% Amount	Total New Contract Plus Adjustments By Disability Resolution 74-2022 New Grand Total	<10% Amount	>10% Amount	Total New Contract Plus Adjustments By Disability Resolution 75-2022 New Grand Total	<10% Amount	>10% Amount	Total New Contract Plus Adjustments By Disability Resolution 201-2022 New Grand Total	>10% Amount	<10% Amount	Total New Contract Plus Adjustments By Disability Resolution 200-2022 New Grand Total	>10% Amount	<10% Amount	Total New Contract Plus Adjustments By Disability Resolution 200-2022 New Grand Total	>10% Amount	<10% Amount	Total New Contract Plus Adjustments By Disability 2023 Beginning Amount
TOTAL RESOLUTION	0	11,343		500			0	80,574		0	195,965		0	140		0	66,649	

THE AMOUNTS ARE ALL COUNTY 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: Department of Aging & Youth Services

DATE: 10/27/22

COMMITTEE: Health and Human Services

RE: Authorizing the acceptance of funding from the Office of Children and Family Services (OCFS) for Youth Sports and Education and amending the 2022 County budget in relation thereto.

1. Is a Resolution Required:

2. Proposed Resolution Title:

Authorizing the acceptance of 2022 State Aid allocation from the Office of Children and Family Services for Youth Sports and Education and amending the 2022 County budget in relation thereto.

3. Specific Details on what the resolution will authorize:

Authorize the Chairman to accept State Aid funding from the Office of Children and Family Services (OCFS) for Youth Sports and Education. The Department of Aging and Youth Services will utilize said grant for youth programming. An amendment to the 2022 Saratoga County budget is necessary to implement the acceptance of these funds.

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.

County Administrator's Office Consulted <input checked="" type="checkbox"/>
--

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.76-3812	Youth Sports and Education	\$12,809.00

Expense

Account Number	Account Name	Amount
A.76.771-8190	Other Professional Services	\$12,809.00

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
	\$12,809.00		

5. Identify Budget Impact:

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

- a. G/L line impacted
- b. Budget year impacted **2022**
- c. Details

6. Are there Amendments to the Compensation Schedule?

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 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 N

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

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

N/A

Purchasing Office Consulted

N/A

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

State

b. Agency granting funds:

Office of Children and Family Services (OCFS)

c. Amount of grant:

\$12,809.00

d. Purpose grant will be used for:

Positive youth development, delinquency prevention

e. Equipment and/or services being purchased with the grant:

Youth programming

f. Time period grant covers:

1/1/22 - 12/31/22

g. Amount of county matching funds:

None

h. Administrative fee to County:

None

9. Supporting 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 Youth Sports and Education Opportunity Funding Allocation Schedule

10. Remarks:

Please see the attached marked up resolution and allocation schedule.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~123-2021~~ -2022

Introduced by Supervisors Gaston, Barrett, Connolly, Grasso, Lant, O'Connor and Wood

a Youth Sports and Education Grant

AUTHORIZING THE ACCEPTANCE OF ~~CONSOLIDATED APPROPRIATIONS ACT FUNDING ADMINISTERED~~ of Children and Family Services THROUGH THE NEW YORK STATE OFFICE ~~FOR THE AGING~~, AND AMENDING THE ~~2021~~ COUNTY BUDGET IN RELATION THERETO
2022

WHEREAS, federal legislation passed in response to the ongoing COVID-19 pandemic, known as ~~The Consolidated Appropriations Act 2021~~, provides supplemental funding for Senior Nutrition Programs to assist in responding to the COVID-19 pandemic, and

Department of Aging and Youth Services Youth and Sports Education

WHEREAS, the ~~Office for the Aging~~ is eligible to receive ~~Consolidated Appropriations Act~~ funding in the amount of ~~\$85,315~~ ^{\$12,809} for the grant period ~~December 27, 2020~~ ^{January 1, 2022} through ~~September 30, 2022~~ for the purpose of ~~supplementing the County's Senior Nutrition Program~~; and
providing youth programming

December 31, 2022

WHEREAS, the approval of this Board of Supervisors and an amendment to the ~~2021~~ ²⁰²² Saratoga County Budget is needed to accept these ~~Consolidated Appropriations Act~~ ^{Youth Sports and Education} funds through the New York State Office ~~for the Aging~~; now, therefore, be it

of Children and Family Services Youth and Sports Education

RESOLVED, that the Saratoga County Board of Supervisors hereby accepts ~~Consolidated Appropriations Act~~ funding in the amount of ~~\$85,315~~; and, be it further

\$12,809

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all agreements and documents needed to accept ~~Consolidated Appropriations Act~~ ^{Youth Sports and Education} funding for the grant period ~~December 27, 2020~~ ^{January 1, 2022} through ~~September 30, 2022~~ ^{December 31, 2022} from the New York State Office ~~of Children and Family Services for the Aging~~; with the form and content of such agreements and documents to be subject to the approval of the County Attorney; and be it further

Services

2022

RESOLVED, that the ~~2021~~ ²⁰²² Saratoga County Budget is hereby amended as follows:

Department of Aging and Youth Services

OFFICE FOR THE AGING:

<u>Appropriations:</u>	Youth and Sports Education	\$12,809
Increase Acct.: #A.76- 761-7761	Senior Nutrition Program	\$85,315

<u>Revenues:</u>		
Increase Acct.: #A.76- 4484	Federal Aid - COVID-19 Stimulus	\$85,315
3812	Youth Sports and Education	\$12,809

State Aid

BUDGET IMPACT STATEMENT: None. 100% ~~Federal Aid~~

Attachment 1: SFY 2021-22 Youth Sports and Education Opportunity Funding Allocations

Youth Bureau	21-22 Allocations	Youth Bureau	21-22 Allocations
Albany County	\$17,254	Onondaga County	\$22,703
Allegany County	\$6,960	Ontario County	\$8,876
Broome County	\$12,848	Orange County	\$22,082
Cattaraugus County	\$7,915	Orleans County	\$6,349
Cayuga County	\$7,573	Oswego County	\$9,458
Chautauqua County	\$9,634	Otsego County	\$7,342
Chemung County	\$7,981	Putnam County	\$8,366
Chenango County	\$6,605	Rensselaer County	\$10,672
Clinton County	\$8,007	Rockland County	\$20,325
Columbia County	\$6,704	Saratoga County	\$12,809
Cortland County	\$7,159	Schenectady County	\$10,843
Delaware County	\$6,382	Schoharie County	\$6,063
Dutchess County	\$15,542	Schuyler County	\$5,554
Erie County	\$38,141	Seneca County	\$6,194
Essex County	\$6,021	St. Lawrence County	\$9,424
Franklin County	\$6,774	Steuben County	\$8,372
Fulton County	\$6,785	Suffolk County	\$59,212
Genesee County	\$6,989	Sullivan County	\$7,745
Greene County	\$6,451	Tioga County	\$6,653
Hamilton County	\$5,099	Tompkins County	\$10,079
Herkimer County	\$7,152	Ulster County	\$10,770
Jefferson County	\$9,812	Warren County	\$6,974
Lewis County	\$5,977	Washington County	\$6,951
Livingston County	\$7,510	Wayne County	\$8,127
Madison County	\$7,750	Westchester County	\$41,214
Monroe County	\$32,725	Wyoming County	\$6,253
Montgomery County	\$6,865	Yates County	\$6,023
Nassau County	\$55,118	ROS Total	\$700,953
Niagara County	\$12,186	New York City	\$299,047
Oneida County	\$13,602	Total	\$1,000,000



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: Department of Aging & Youth Services



DATE: 10/27/22

COMMITTEE: Health and Human Services



RE: Authorize the acceptance of additional State Aid from the New York State Office of Children and Family Services (OCFS) for Runaway Homeless Youth Programs and Services and amend the contract with Captain Community Human Services to provide runaway homeless youth programs and services and amend the 2022 budget in relation thereto.

1. Is a Resolution Required:

Yes, Contract Amendment

County Attorney's Office
Consulted

2. Proposed Resolution Title:

Authorizing the acceptance of additional State Aid from the Office of Children and Family Services for runaway Homeless Youth Programs and Services, amend the current contract with Captain

3. Specific Details on what the resolution will authorize:

Authorize the Chairman to accept additional State Aid of \$6,493 from the New York State Office of Children and Family Services (OCFS) for Runaway Homeless Youth Programs and Services and amend the current contract with Captain Community Human Services to provide Runaway Homeless Youth Programs and Services, ten percent of the additional funding will be used to offset salaries. An amendment to the 2022 Saratoga County budget is necessary to implement the acceptance of the additional funding.

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

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.

County Administrator's Office
 Consulted

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.76-3877	Runaway Homeless Youth	\$6,493

Expense

Account Number	Account Name	Amount
A.76.771-7734	Runaway Homeless Youth	\$5,844
A.76.000-6000	Regular Wages	\$649

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
	\$6,493		

5. Identify Budget Impact:

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

- a. G/L line impacted
- b. Budget year impacted **2022**
- c. Details

6. Are there Amendments to the Compensation Schedule?

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 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 N

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

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

N/A

Purchasing Office Consulted

N/A

8. Is a grant 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. Supporting 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 e-mail from OCFS

10. Remarks:

Please see attached



4/19/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 148 - 2022

Introduced by Health and Human Services: Supervisors Barrett, Butler, Connolly, Edwards, Lant, Schopf and Wood

the acceptance of additional State Aid from the Office of Children and Family Services for Runaway

~~AUTHORIZING AN AGREEMENT WITH CAPTAIN COMMUNITY HUMAN SERVICES TO PROVIDE RUNAWAY HOMELESS YOUTH PROGRAMS AND SERVICES~~

Homeless Youth Programs and amend the contract with Captain Community Human Services and amend the 2022 budget thereto

WHEREAS, a 2022 Resource Allocation for programs and agencies participating in the Runaway Homeless Youth Act (RHYA) program include County sponsorship, administration and payment responsibility; and

WHEREAS, ^{additional State funding is available in the amount of \$6,493 for the Runaway Homeless Youth Act program} ~~the proposed Runaway Homeless Youth Act (RHYA) Program includes funding in the amount of \$25,015; and~~ which will be used to amend the contract with Captain Community Human Services and offset the cost of salaries

WHEREAS, Captain Community Human Services has submitted a proposal to provide Runaway Homeless Youth Programs and Services; and

Whereas, Resolution 148-2022 approved an agreement with Captain Community Human Services for \$25,015; and

WHEREAS, our Health and Human Services Committee and the Director of the Office ^{an amendment to the agreement with} Department of Aging and Youth Services have recommended that ~~the proposal of Captain Community~~ Human Services to provide Runaway Homeless Youth Programs and Services, at a cost not to exceed ~~\$25,015~~, be accepted; now, therefore, it is

\$30,859

RESOLVED, that the Chair of the Board is authorized to execute an ^{amended} agreement with Captain Community Human Services to provide Runaway Homeless Youth Programs and Services, in the amount of ~~\$25,015~~; and it is further

\$30,859

RESOLVED, that the Chair of the Board, and Director of the Department of Aging and Youth Services are authorized to execute any and all documents required by the NYS Office of Children and Family Services for approval, reimbursement, and implementation of the 2022 Runaway Homeless Youth Act Program for the County and its local governments; and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

Whereas, the approval of this Board of Supervisors and an amendment to the 2022 Saratoga County Budget is needed to accept these additional funds through New York State Office of Family and Children Services.

Department of Aging and Youth Services:
Appropriations:
Increase Acct. # A.76.771-7734 - Runaway Homeless Youth \$5,844
Increase Acct. # A.76.000-6000 - Regular Wages \$649

Revenues:
Increase Acct. # A.76-3877- Runaway Homeless Youth \$6,493

None. 100% State Aid

BUDGET IMPACT STATEMENT: ~~No Budget Impact. Funds for this agreement are included in the 2022 budget.~~

April 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Barrett

AYES (172031): Eric Connolly (11821), Joseph Grasso (4328), Philip C. Barrett (19014.5), Eric Butler (6500), Kevin Veitch (8004), Arthur M. Wright (1976), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)

NOES: 0

ABSENT (63479): Jonathon Schopf (19014.5), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808)

2022 RHY Allocations

Anderson, Christine (OCFS) <Christine.Anderson@ocfs.ny.gov>

Wed 9/21/2022 2:56 PM

To: Robarge, Rebecca <RRobarge@saratogacounty.ny.gov>

Babcock, Heather A (OCFS) <Heather.Babcock@ocfs.ny.gov>; Mims, Jennifer (OCFS) <Jennifer.Mims@ocfs.ny.gov>; Jones, Phillip (OCFS) <Phillip.Jones@ocfs.ny.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Your RHY allocation for 2022 is \$34,288. Allocations will be entered into QYDS next week. An updated **guide** for how to submit RHY applications within a RAP and claim RHY funding will be sent out next week. This guide will be referenced in reviewing all RHY applications within your county's RAP, so please be sure to review this guide with your fiscal folks and let us know if you have any questions.

Thank you for your patience and all that you do to support runaway and homeless youth.

Christine Anderson

Anti-Trafficking & Runaway and Homeless Youth Coordinator
Division of Youth Development and Partnerships for Success
New York State Office of Children and Family Services
52 Washington Street, Room 338 North
Rensselaer, New York 12144

Christine.Anderson@ocfs.ny.gov

518-408-3269

ocfs.ny.gov

34,288 total
 - 3,429 10% for Admin

 \$30,859 for RHYA Part 1 Applicant >CAPTAIN

CAPTAIN RHYA Resolution 148-2022
 amount \$25,015
 2022 actual increase to \$30,859

 (5,844.00)

CAPTAIN

27,995
 - 2,980

 25,015



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: Public Health Services

DATE: October 26, 2022

COMMITTEE: Health and Human Services

RE: Nov Health Committee Discussion Only Items



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

1. Is a Resolution Required:

No, Discussion Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

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.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

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 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 N

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

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- 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. Supporting 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. Remarks:

1. SCDOH COVID-19 Booster Vaccination Clinics
2. NYS Polio Update
3. Community Health Assessment Update



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
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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: County Administrator



DATE: 10.27.22

COMMITTEE: Health and Human Services



RE: Authorizing a Contract with the Saratoga County Prevention Council to provide Certified Peer Recovery Advocate referral services to the Saratoga County Sheriff's Office and Veterans Service Agency

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

See below

3. Specific Details on what the resolution will authorize:

Proposed title: AUTHORIZING AN AGREEMENT WITH THE PREVENTION COUNCIL OF SARATOGA COUNTY INC. FOR CERTIFIED RECOVERY PEER ADVOCATE SERVICES

--

This contract, funded by the Opioid Settlement funds, will create a new resource for residents of Saratoga County who interact with the Sheriff's Office and the Veterans Service Agency. When requested and/or appropriate, county personnel will be able to refer a resident to the County Outreach Certified Peer Recovery Advocate (CRPA) who will provide services to individuals who are in need of assistance.

The County will pay for 50% of all costs associated with this position.

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.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.14-2727	Opioid Revenue	\$52,374

Expense

Account Number	Account Name	Amount
A.14.000-8190	Other Professional Services	\$52,374

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
			\$52,374 - Opioid Settlement Funds

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted See Above
- b. Budget year impacted 2023
- c. Details

Funds are included in the 2023 Tentative Budget

6. Are there Amendments to the Compensation Schedule?

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 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

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

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 and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: **1/1/2023**

f. Termination of contract date: **12/31/2025**

g. Contract renewal and term: **Three Year Contract**

h. Contact information: Janine Stuchin
Executive Director
Prevention Council of Saratoga County
125 High Rock Ave., Saratoga Springs, NY 12866

i. Is the vendor/contractor an LLC, PLLC or partnership: **No. Non-Profit**

j. State of vendor/contractor organization: **New York**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

The Prevention Council already provides CRPA services at the County Jail and will hire a new individual, who meets the qualifications outlined in the attached job description, to provide services.

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input checked="" type="checkbox"/>
--

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. Supporting 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 CRPA Job Description

10. Remarks:

CRPA - 17.5 hours/week					Year 2			Year 3		
Salary	\$ 25.00		\$ 22,750			\$ 23,433			\$ 24,135	
Fica	7.65%	\$ 1,740.38			\$ 1,792.59			\$ 1,846.36		
Unemployment/WC	3%	\$ 682.50			\$ 702.98			\$ 724.06		
Disability	\$ 3.30	\$ 39.60	\$ 2,462		\$ 39.60	\$ 2,535		\$ 39.60	\$ 2,610	
Life Ins. 7.15	\$ 7.15	\$ 42.90			\$ 42.90			\$ 42.90		
Health Ins. 700	\$ 700.00	\$ 4,200.00	\$ 4,243	\$ 29,455	\$ 4,200.00	\$ 4,243	\$ 30,211	\$ 4,200.00	\$ 4,243	\$ 30,988
Supervision 5%				\$ 3,660			\$ 3,770			\$ 3,883
Mileage Reimbursement	0.625	2500		\$ 1,563			\$ 1,563			\$ 1,563
Travel per mile										
OTPS										
Conference and Trainings		\$ 500.00			\$ 500.00			\$ 500.00		
Office supplies: file cabinet		\$ 300.00			\$ -			\$ -		
Office supplies: business cards		\$ 160.00			\$ 160.00			\$ 160.00		
Office supplies: misc.		\$ 600.00			\$ 600.00			\$ 600.00		
Email	4	\$ 48.00			\$ 48.00			\$ 48.00		
Program Material/Literature		\$ 2,000.00			\$ 2,000.00			\$ 2,000.00		
Narcan/Fentanyl Strips/Deterra		\$ 1,200.00			\$ 1,200.00			\$ 1,200.00		
Spa Net services \$120/hr		\$ 480.00			\$ 480.00			\$ 480.00		
Surface Pro/stylis/carry case		\$ 1,350.00			\$ -			\$ -		
Mobile scanner/rolling cart		\$ 250.00			\$ -			\$ -		
Cell phone card/annual		\$ 500.00			\$ 500.00			\$ 500.00		
Purchase of cell phone		\$ 200.00			\$ -			\$ -		
			\$ 7,588	\$ 7,588		\$ 5,488	\$ 5,488		\$ 5,488	\$ 5,488
Admin at 18%				\$ 7,608			\$ 7,386			\$ 7,546
Rent: 3.25% of total space		\$ 208.33		\$ 2,500	\$ 214.57		\$ 2,575	\$ 221.01		\$ 2,652
Total 1 FTE:				\$ 52,374			\$ 50,991			\$ 52,120



**The Alcohol and Substance Abuse
Prevention Council, Inc.**
125 High Rock Ave Saratoga Springs, NY 12866
Phone 518-581-1230
www.preventioncouncil.org

Position Title: County Outreach CRPA
Reports To: Director of Healing Springs Recovery Center

Date: October 2022
FLSA Status: Non-Exempt

Position Summary:

This is a 1 FTE position and requires CRPA (Certified Recovery Peer Advocate) status. The Outreach CRPA will work several underserved populations in Saratoga County. The Outreach CRPA will work closely and respond to referrals from the Second Chance program of the Saratoga County Sheriff's Department as well as the Saratoga Veteran's Services agency. S/he will provide integrated services to individuals that are homeless or under-housed, as well as having an addiction issue through the Street Outreach Team. The CRPA will use their lived experience as the basis for promoting recovery, offering person-centered support, advocacy, skill development, and referral. Contact will occur via direct contact within the community, at Healing Springs Recovery Center, or telephonically. In addition, the CRPA will be expected to actively participate in community outreach programs including, but not limited to, addiction awareness panels and community meetings.

Duties and responsibilities

- Assist individuals with Substance Use Disorder in various settings (such as out within the community, at another agency, emergency department)
- Effectively engage with individuals who want to enter into recovery
- Work within a team and maintain a collaborative relationship with all outside groups and agencies
- Support clients in pre-crisis or crisis situations
- Teach participants recovery skills, based on shared life experiences
- Link participants with needed community resources and treatment services
- Help participants transition from inpatient to community settings, as needed
- Share information with participants about benefits, entitlements and other supports
- Participate in community outreach events and training sessions to increase public understanding of addiction and recovery
- Provide Narcan training for individuals/groups.
- Provide outreach to help participants connect with desired and appropriate services
- Attend weekly team meetings with outreach team from other agencies and with Healing Springs
- Complete all reports and paperwork in a timely manner

Qualifications

- Successful recovery from addiction (three years preferred)
- Certified as a Peer Recovery Advocate (substance use)
- Ability to model behavior consistent with the mission of the Prevention Council and the Healing Springs Recovery Community Center
- Understanding and knowledge of homelessness or under housed as well as services available preferred
- Excellent written and oral communication skills
- Excellent organizational skills, including but not limited to the ability to manage multiple demands simultaneously
- Willingness to work a flexible schedule, including some evenings and weekends
- Ability to travel throughout Saratoga County (requires current, valid Driver License, proof of vehicle insurance and access to vehicle)