



Public Safety Committee
Wednesday, February 8, 2023 2:30PM
40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members:

C. Eric Butler
Joe Grasso
Mark Hammond
Jean Raymond
Kevin Tollisen
Kevin Veitch

- I. Welcome and Attendance

- I. Approval of the minutes of the December 7, 2022 meeting.

- II. Appointment of a Vice-Chair.

- III. Michael Zurlo, Sheriff
 - A. Authorizing an agreement with Cross Country Staffing Inc. for the provision of nursing services to the Saratoga County Correctional Facility
 - B. Authorizing an amendment to the agreement with Prime Care Medical of New York Inc. for Behavioral Health Services at the Saratoga County Correctional Facility
 - C. Authorizing an amendment to the agreement with Saratoga Springs School District for the provision of School Resource Officers
 - D. Authorizing an amendment to the agreement with the Town of Ballston for the provision of Police Services
 - E. Authorizing an agreement with Pharmacy Associates of Glens Falls LLC for the provision of pharmaceutical products and services for the Saratoga County Correctional Facility

- IV. Authorizing acceptance of a Criminal Justice Discovery Reform Grant from the New York State Division of Criminal Justice Services – Karen Heggen, District Attorney

- V. Authorizing acceptance of the FEMA 4480-DR-NY Hazard Mitigation Grant Program Award – Michael Stanley, Emergency Services

- VI. Other Business

- VII. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Sheriff's Office

DATE: 01/26/2023

COMMITTEE: Public Safety

RE: Per diem nursing 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 Cross Country Staffing Inc, DBA Cross Country Healthcare Services for the provision of nursing services to the Saratoga County Correctional Facility

3. Specific Details on what the resolution will authorize:

Authorizing the Chairman of the Board to enter into a contract for per-diem nursing services at the Saratoga County Correctional Facility with Cross Country Staffing Inc. DBA Cross Country Healthcare Services for a term of 3 years commencing 01/01/2023 through 12/31/2025 subject to renewal for up to 2 additional 1-year terms at a rate of \$60.48 for weekday coverage and \$62.60 for weekend coverage subject to an annual increase to be negotiated by the Sheriff and Cross Country Healthcare Services. Form and content of the contract to be approved by the Sheriff and County Attorney.

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"/>
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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	▼
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- a. G/L line impacted A.30.301.8344.1
- b. Budget year impacted 2023
- 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

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: 01/01/2023

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

g. Contract renewal and term: up to two 1-year extensions subject to negotiated rate increase

h. Contact information: Lisa Congdon
6551 Park of Commerce Blvd. Boca Raton, FL 33487
518-452-0205
lcongdon@crosscountry.com

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

j. State of vendor/contractor organization: Florida

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

This is a successor agreement with a long-term vendor

Purchasing Office Consulted

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 _____

10. Remarks:

This is a successor agreement for per-diem nursing services to cover vacancies in County Jail nursing staff. This vendor has been under various contracts since 2002. Prior resolution 286-2017.

STAFFING AGREEMENT

This Staffing Agreement (this "Agreement") is entered into on **Tuesday, December 27, 2022** (the "Effective Date") by Cross Country Staffing, Inc. dba Cross Country Healthcare Services, a Delaware corporation (on behalf of itself and its affiliates, including without limitation Cross Country Allied, Cross Country Workforce Solutions Group and Medical Staffing Network) (collectively, "Agency"), and **The County of Saratoga, a municipal Corporation of the State of New York, acting by and through its Saratoga County Sheriffs Department** ("Client"). Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

1. STAFFING AND INTERVIEW SERVICES. Agency will refer to Client qualified and skilled personnel ("Personnel") for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B. Agency will supply both contract Personnel (includes travel, block booked, and other multi-shift contracts) and daily Personnel (shift to shift placement). Personnel provided herein shall perform any and all duties called for within the full scope of practice for which Personnel is licensed or certified. For purposes of clarity "Personnel" as defined under this Agreement shall only apply to Agency employees and shall not apply to any independent contractors. To facilitate Client's needs, Agency shall interview candidates and make offers to Personnel in accordance with the criteria as outlined herein. Agency will use commercially reasonable efforts to provide Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment.

2. INDEPENDENT RELATIONSHIP. Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.

3. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE. Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency and its affiliates are equal employment opportunity employer and shall recruit, refer and assign Personnel without regard to race, color, national origin, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, veteran or military status, or any other classification protected by applicable federal, state or local law, regulations or ordinances. Client will comply with all federal, state, and local labor and employment laws, regulations and ordinances applicable to Personnel, including but not limited to Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Fair Credit Reporting Act; the National Labor Relations Act; and the Occupational Health and Safety Act. ("Applicable Laws"). If any complaints, formal or otherwise, are made to Client by or about any Personnel, Client shall promptly notify Agency, investigate the matter and cooperate with Agency in said investigation, and take prompt corrective action if warranted. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.

4. EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL. Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel's complete profile to Client before any other agency does, and if Client agrees to utilize such Personnel, Client agrees to staff and/or hire Personnel only through Agency.

5. TIME AND ATTENDANCE. A Client representative and the assigned Personnel shall each provide the hours worked by Personnel by utilizing electronic timekeeping software or method. Client shall provide Agency with the electronic timesheets, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency and formally approved by Client on, no later than, fifteen (15) days following the dates worked. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. In the event Client does not utilize such electronic timekeeping methods, a Client representative shall promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency.

Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon. Client agrees not to instruct or permit Personnel to work off the clock.

6. BILLING AND PAYMENT. Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within fifteen (15) days after invoice date. Agency will accept payment in the following forms: credit card and electronic funds transfer (ACH-Wire). Any payments processed via credit card, ACH debit or drawdown wire shall not require Client's additional authorization prior to processing payment. Such form of payment may incur a processing fee. A finance charge equal to the lesser of 18% or the highest maximum lawful rate per annum, will be added to all outstanding amounts unpaid for thirty (30) days or more. Client will submit, in writing, any and all objections to the invoices to Agency within five (5) business days after Client's invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client's responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys' fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.

7. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to Agency. In the event that Client utilizes a third party billing system that does not provide an option to bill for tax, Client will be billed separately for the tax due. In the event certain taxes arise from either (a) a determination that Client was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, Agency shall separately invoice those amounts and Client shall be responsible to pay such amounts according to the terms noted in the billing and payment section of this Agreement.

8. NON-SOLICITATION. Unless otherwise prohibited by applicable law, Client agrees not to, directly or indirectly, solicit any of Agency's employees, including Personnel performing services hereunder, to become employed by Client or to attempt to otherwise circumvent this Agreement or modify the employment relationship between Agency's employees, including Personnel, and Agency and/or its affiliates in any manner, except as provided in the attached Exhibit A of this Agreement.

9. CLIENT RESPONSIBILITIES. Client shall provide Personnel with a safe work site that complies with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, and provide appropriate information, training, and safety equipment, including personal protective equipment, with respect to any hazardous substances or conditions to which they may be exposed at the work site. Client agrees to allow Agency representatives physical access to all areas of Client's premises where Personnel are working, and access to relevant Form 300 OSHA Reports, to conduct safety inspections and accident investigations. Client agrees not to change any Personnel's job duties or assignment without express written authority from Agency. If there is unapproved work duties or if there are changes in assignments or duties by Client without Staffing Firm's approval, Client agrees to be responsible for all workers' compensation costs and expenses arising from any claim by said Associate that occurs as the result of unapproved duties or changes in duties or job assignment as detailed in this paragraph. - Client will reimburse Agency for any OSHA fines incurred/citations received for violations Client was aware of but did not take corrective action.

10. TERM/TERMINATION OF AGREEMENT. The term of this Agreement is one year and will renew automatically for successive one (1) year periods; provided, however, that either Party may terminate this Agreement by giving the other Party not less than

thirty (30) days written notice; provided, further, that this Agreement will continue to be in full force and effect after such termination for any Personnel then on assignment with Client or scheduled to commence an assignment with Client.

11. CONFIDENTIALITY. The Parties agree that this relationship may meet the requirements established in 45 C.F.R. 164.500 for a business associate agreement (HIPAA). Agency agrees to execute and deliver a business associate agreement to Client upon Client's request. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any personal information of any Personnel or other Agency employee, rate or other remuneration information disclosed by Agency to Client or any other information contained in this Agreement, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all such information is considered confidential and proprietary by Agency. The terms of this section shall survive the termination of this Agreement for any reason.

12. INSURANCE. Agency shall ensure each Personnel providing clinical services under this Agreement shall have professional liability coverage of \$1,000,000 (each wrongful act) and \$3,000,000 (aggregate). Agency shall maintain worker's compensation insurance at levels established by applicable state law. Agency shall also maintain general liability insurance during the term of this Agreement with limits of \$1,000,000 (per occurrence) and \$3,000,000 (aggregate)..

13. LIABILITY AND INDEMNIFICATION. Agency agrees to indemnify Client from claims and liabilities (including reasonable attorneys' fees) relating to any property damage, personal injuries or death, resulting directly from the negligent acts or omissions of Agency or its employees while performing services pursuant to this Agreement or for any claim of alleged breach of contract. Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees or for any claim of alleged breach of contract.

Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees. Further to the above, Agency shall not have an obligation to indemnify Client in the event such claim is caused by Client's failure to comply with federal, state or local laws applicable to Client or its employees while Personnel are on assignment with Client.

14. RISK MANAGEMENT. Client agrees to notify Agency's Risk Management Department by phone at (800) 513-5635 or (888) 235-3321 within fifteen (15) days of any incident regarding any patient care concern, incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency's Risk Management Department will take all steps it deems reasonably necessary related to the same. Client may contact a regulatory agency such as The Joint Commission or DNV GL regarding any patient safety concerns. The Joint Commission Office of Quality Monitoring can be contacted directly at (800) 994-6610 or by email complaint@jointcommission.org. DNV GL may be contacted directly at (866) 496-9647 or by visiting www.dnvglhealthcare.com. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency.

Client will be responsible for recording Personnel work injuries on Client's injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel.

In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem.

Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

15. NOTICES; BILLING ADDRESS. Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

If to Agency:		If to Client:	
Cross Country Staffing, Inc. dba Cross Country Healthcare Services 6551 Park of Commerce Blvd. Boca Raton, FL 33487		Saratoga County Jail 6010 County Farm Rd. Ballston Spa, NY 12020	
ATTENTION:	Contract Administration	ATTENTION:	Colonel Richard Emery
PHONE	800.873.9182	PHONE	518-885-2452
		FAX	Enter Fax Number

If Client's billing address differs from Client's notification address, Agency will invoice Client's billing address as indicated below.

If to Client:	
Saratoga County Jail	
Enter Street Address	
Enter City, State & Zip	
ATTENTION:	Enter Name
PHONE	Enter Phone Number
FAX	Enter Fax Number

16. CONFLICT OF INTEREST. Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.

17. ACCESS TO RECORDS. In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.

18. GOVERNING LAW. This Agreement shall be interpreted pursuant and subject to the laws of the State of Florida. The Parties agree that any action between the Parties must be brought in a court of competent jurisdiction in the State of Florida, Palm Beach County, where the Parties consent to jurisdiction.

19. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SURVIVAL. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein. This Agreement shall remain accessible to all Parties involved in its implementation. Exhibit A shall be updated yearly with no more than a four percent (4%) cost of living adjustment, and will be sent by Agency to Client contact. Such updated Exhibit A will be effective immediately and will not require a formal amendment. Other than as provided for herein, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 5-6, 8 – 12, 14 and 17-21 shall survive the termination of this Agreement for any reason.**

20. ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY. Each exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such exhibit was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

21. CONSEQUENTIAL; SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS OR LOST BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS, (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

22. APPROVED VENDOR SUBCONTRACTORS. Agency may utilize subcontractors ("Approved Vendors") on an as needed basis by utilizing Approved Vendor's healthcare professionals ("Approved Vendor Personnel"). Prior to any Approved Vendor providing Services hereunder, Agency shall contractually require that every Approved Vendor performing duties pursuant to this Agreement meet all requirements and all applicable qualifications outlined herein, including all obligations, insurance, indemnification, representations, and warranties that apply to Agency and Agency employees under this Agreement. It is understood between the parties that Agency shall not insure or indemnify the Approved Vendor or Approved Vendor Personnel but that Client shall proceed directly against the Approved Vendor as Client shall be named a third party beneficiary for such purposes in the subcontracting agreement between Agency and Approved Vendor Assignments filled through the use of Approved Vendors will be coordinated and arranged by Agency. Each Approved Vendor providing services under this Agreement shall be liable for their own respective acts or omissions. Agency shall not be liable for the acts or omissions of Approved Vendors or their respective employees.

23. DIRECT SUPERVISION OF CARE. To the extent required by law, Client shall retain all professional management responsibility for the patient and the services rendered pursuant to this Agreement. Client shall have the exclusive responsibility to plan and coordinate patient care and manage its daily operations including daily supervision of Personnel.

24. FORCE MAJEURE. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to pandemic, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

25. ADDITIONAL SERVICES. Agency, through its affiliates, offers additional services including but not limited to Locum Tenens and Advanced Practice Provider Services, Recruitment Process Outsourcing (RPO), Contingent Search and Permanent Search Services. Any such additional services and terms associated with such services shall be included as an amendment to this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

**Cross Country Staffing, Inc. dba Cross Country
Healthcare Services**

**Client: The County of Saratoga, a municipal
Corporation of the State of New York, acting by and
through its Saratoga County Sheriffs Department**

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

**Exhibit A
RATES AND TERMS**

A. RATES. The following rates shall be effective for all working Personnel, new starts, extensions and renewals as of the Effective Date of the Agreement.

DAILY PERSONNEL HOURLY RATES			
DISCIPLINE	WEEKDAY RATE	WEEKEND RATE	CRISIS/SURGE RATE
RN	\$60.48	\$62.60	n/a

B. ORIENTATION. Client shall orient Personnel to the relevant unit, setting and facility-specific policies and procedures. All Client onsite orientation/assessment/in-service training time will be billable to Client at the applicable Personnel hourly rate listed herein. Such fees will be billed and paid by Client in accordance with the first invoice delivered to Client.

C. TRAVEL COSTS. Reimbursement for mileage will be in accordance with IRS Standards for all local mileage for home health Personnel while traveling between Client's facilities.

D. MINIMUM GUARANTEE FOR CONTRACT PERSONNEL. For contract Personnel confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client will provide a minimum of eighty (80) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. For contract Personnel confirmed for twelve (12) hour shifts, Client will provide a minimum of seventy-two (72) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. These guaranteed hours do not include any "on-call" time worked by contract Personnel. Client reserves the right to float or reassign contract Personnel to other areas of practice within their clinical competence to fulfill the guaranteed hours.

E. ASSIGNMENT DURATION FOR CONTRACT PERSONNEL. If the contract Personnel hourly rates listed herein are for contract assignments, then such rates are for contract assignments of thirteen (13) weeks or more and include housing costs for contract Personnel placed with Client. The rates listed herein may be adjusted and agreed to between the parties.

F. OVERTIME. Client will be billed for all overtime hours in accordance with the current federal, state and local laws, rules and regulations where such services are being provided. Calculations of overtime will be calculated as required by law. In the event overtime is not required by law, Client will be billed for all hours constituting overtime and calculations of such overtime will be one and one-half (1.5) times the applicable Personnel hourly rate listed herein. For purposes of calculating overtime, the workweek shall commence on Sunday and end the following Saturday.

G. WEEKEND RATES. Weekend rates include the Friday 3 p.m. shift through the Sunday 11 p.m.-7 a.m. shift.

H. SHIFT DIFFERENTIAL. There will be an additional three dollars (\$3) per hour billed to and paid by Client for all evening shift positions and an additional five dollars (\$5) per hour billed to and paid by Client for all night and rotating shift positions.

I. HOLIDAYS. Agency's holidays, including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other Client designated holidays ("Holiday") will be billed at one and one-half (1.5) times the applicable Personnel hourly rate listed herein (the "Holiday Rate"). The Holiday Rate is in effect for all nine (9), ten (10) and twelve (12) hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all eight (8) hour shifts from 11:00 p.m. on the eve of the Holiday to 11:00 p.m. on the night of the Holiday.

J. CHARGE NURSE. There will be an additional six dollars (\$6) per hour billed to and paid by Client for Charge Nurses.

K. INCENTIVISED RATES. Agency may designate certain specialties with an incentivized rate at the time of order at an additional amount above the applicable Personnel hourly rate listed herein. Such incentivized rates shall be used for the duration or extension of such assignment. Agency shall propose such rates including the details of the bill rate change, prior to enacting incentive or high incentive rates and Client shall confirm its approval in writing.

L. ON CALL. There will be an additional eight dollars (\$8) per hour billed to and paid by Client for each Personnel placed on "uncontrolled" on-call status. Client will be invoiced at the applicable Personnel hourly rate listed herein for each Personnel on "controlled" on-call status (required to remain at the facility, etc.).

M. CALL BACK. Client will pay one and one-half (1.5) times the applicable Personnel hourly rate listed herein for all call-back hours worked by a Personnel. The minimum hours invoiced when a Personnel is called into work while on on-call status will be two (2) hours, or in accordance with applicable law, whichever is greater.

N. CANCELLATION OF DAILY PERSONNEL. Client may change or cancel its request for daily Personnel provided Agency is notified at least two (2) hours prior to the start of a shift. If less than two (2) hours' notice is provided, Agency will charge Client four (4) hours at the designated shift and daily Personnel hourly rate. If Personnel cannot be contacted by Agency prior to reporting to Client for work, Client shall either pay Agency for four (4) hours per the rate structure for Personnel in effect at the time of the cancellation or utilize Personnel for four (4) hours. Notwithstanding anything herein to the contrary, in Illinois, Client shall pay Agency an amount equal to four (4) hours of pay for any Personnel confirmed to work a shift but called off; provided, however, that if such Personnel is redirected to another location during the same shift, Client shall pay two (2) hours pay for such call-off plus the time worked.

O. CANCELLATION OF CONTRACT PERSONNEL. In the event a contract assignment is cancelled, Client shall pay out all fees, including the guaranteed hours of such Personnel, associated with such assignment.

P. TERMINATION OF ASSIGNMENT FOR "CAUSE". Client may immediately terminate any Personnel assignment for "cause" upon providing immediate written notice to Agency describing the details surrounding such termination. As used herein, "cause" means any violation of Client's written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by Personnel which may have an adverse impact on Client. Client will be billed for all hours worked by any such Personnel up to and including the date of termination.

Q. PERSONAL PROTECTIVE EQUIPMENT. All Personal Protective Equipment (PPE) shall be provided by Client to Personnel.

R. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES FOR CONTRACT PERSONNEL. Agency's hourly billing rates and Client's payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Agency for all lodging, meals and incidental expenses incurred by contract Personnel ("travel expenses"). Client acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Agency to any of its Personnel providing services to Client hereunder. Client or Agency may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

Agency shall provide Client with information detailing all such per diem allowances paid for as travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each Personnel providing services to Client who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by Agency and are available upon request if needed to further substantiate Client's tax deductions for travel expenses. Agency is providing Client with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by Personnel hereunder; and (ii) reimbursements for per diem allowances paid by Agency to Personnel (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at Client's request to allow Client to compare the total cost of Agency's services to its competitors' and it shall in no way reflect treatment of how Agency is paying wages to its Personnel.

S. BREAKS AND REST PERIODS. Client agrees to provide all Personnel with all meal periods, lactation breaks and rest breaks as required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency if Client fails to comply with this requirement.

T. CONVERSION. Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. After the completion of 26 weeks of contract assignments (and for up to 6 months from the last date of service) with Client or 1040 hours of per diem work (and for up to 6 months from the last date of service) with Client, Client may hire such individual for a fee equal to 25% of such individual's first year salary. Such payment will be due and payable upon hire and will be invoiced pursuant to the terms of the Agreement.

**EXHIBIT B
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS**

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any material issues that would render such Personnel unacceptable to Client or otherwise negatively impact patient health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
4. Client may request a healthcare professional to start with a pending requirement. In such event, prior approval must be obtained by Agency's Director of Standards and Quality Management or Chief Clinical Officer.

REQUIREMENTS FOR CLINICAL PERSONNEL	REQUIREMENTS FOR NON-CLINICAL PERSONNEL
Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months	Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months
Completed skills checklist	Completed skills checklist
Evidence of COVID Vaccine or Declination	Evidence of COVID Vaccine or Declination
Evidence of Hepatitis B negative or declination	Evidence of Hepatitis B negative or declination
Completed application/work history	Completed application/work history
Agency attestation of a clear criminal background check within the last 18 months – may start with clear complete nationwide scan and pending counties with professional signed attestation	Agency attestation of a clear criminal background check within the last 18 months – may start with clear complete nationwide scan and pending counties with professional signed attestation
Clear OIG and GSA checks and national sex offender	Clear OIG and GSA checks and national sex offender
Job Description	Job Description
Completed application/work history	Completed application/work history
Last 12 months experience	
Current nursing license verification in state where located or compact licensure where applicable	
Current CPR card or required ACLS, PALS, NRP, etc.	



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Sheriff's Office

DATE: 01/26/2023

COMMITTEE: Public Safety

RE: Amendment to PrimeCare Medical contract for behavioral health services

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

1. Is a Resolution Required:

2. Proposed Resolution Title:

Authorizing an amendment to a health services contract with PrimeCare Medical of New York Inc. for Behavioral Health Services at the Saratoga County Jail.

3. Specific Details on what the resolution will authorize:

This resolution will authorize the Chairman of the Board to execute an amendment to a contract with Prime Care Medical of NY Inc, Professional Care Medical Practice P.C., and Professional Care Dental Services, P.C. as previously authorized by Resolution 231-2022 to provide behavioral health services at the Saratoga County Jail at a cost of \$15,823.12 monthly effective 01/01/2023 through 07/31/2023. All other terms and conditions of the original contract remain in effect. Form and content of the amended contract to be approved by the Sheriff and County Attorney.

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.30.301.8349
- b. Budget year impacted 2023
- 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:

Vendor currently under contract

Human Resources Consulted

Purchasing Office Consulted

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 prior resolution 231-2022

10. Remarks:

This resolution will add behavioral health services to the list of services provided by Prime Care Medical of New York to inmates at the Saratoga County Jail. This contract replaces services previously provided by Saratoga County Mental Health and the Saratoga County Jail Medical Director as proposed and approved in the 2023 County budget. This amendments covers the period 01/01/2023 through 07/31/2023 when the overall contract will be due for renewal.

August 05, 2022

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

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

Dear Colonel Emery,

Thank you for our discussion and e-mail concerning PrimeCare Medical of New York, Inc.'s ("PrimeCare") ability to schedule behavioral health care services at the Saratoga County Correctional Facility. After reviewing the information, I know we can seamlessly assume the management of the behavioral health care services at the Saratoga County Correctional Facility. As requested, I have priced out psychiatric provider services at four hours per week in addition to a full-time mental health professional. Psychiatric services shall be provided via telemedicine. This will allow additional treatment and therapy to occur for those individuals in need. All other terms and conditions of the underlying existing contract remain in effect.

- Staffing and pricing consistent with the charts set forth below will be provided.
- PrimeCare would manage the contract. The behavioral health care services would be provided by Professional Medical Practice, P.C. and Personalcare Registered Professional Nursing, P.C. (collectively referred to as "Contractors").
- Psychiatrist / Psych PA / Psych CRNP on-call coverage 24 hours per day, 7 days per week.
- PrimeCare Medical of New York, Inc. will install a Telemedicine System.

Behavioral Health Care Services Per Week		
Position	Hours Per Week	FTE
Mental Health Professional (MHP)	40.00	1.00
Position	Up to Hours Per Week	FTE
Psychiatrist / Psych PA / Psych CRNP	4.00	0.10
Note: The above sample-staffing pattern can be modified at the Facility's request and/or as a result of operational medical needs. Staffing does not include weekends or federal / state / county holidays.		

Providing Contract Management Services to Professional Corporations:

Professional Care Medical Practice P.C.
Professional Care Dental Services P.C.
Personalcare Registered Professional Nursing P.C.

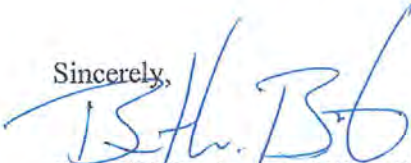
1-800-245-7277 • Fax: 1-800-279-1307

Richard J. Emery, Colonel
August 05, 2022
Page 2

Summary of Expenses	
Fixed Costs:	
Psychiatrist / Psych PA / Psych CRNP	\$62,400.00
Mental Health Professional (MHP)	\$79,040.00
Variable Costs:	
Health Care Benefits / Professional Liability & Malpractice Insurance / Workers Compensation Insurance / Telemedicine / Oversight and Regional Support	\$48,437.39
Total Per Year	\$189,877.39
Total Per Month	\$15,823.12

After your review, and if approved, please sign below, and return this document. We are looking forward to this opportunity to expand the health care services at the Saratoga County Correctional Facility and continuing our positive business partnership with the County.

I am the direct point of contact for PrimeCare Medical of New York, Inc. relating to this proposal. If, however, there are any questions or concerns and I am not available, please do not hesitate to contact Thomas J. Weber, Esquire, Chief Executive Officer or Todd W. Haskins, RN, BSN, CCHP, Chief Operating Officer. All three of us are authorized to speak on behalf of the Corporation and negotiate contractual provisions for this contract.

Sincerely,

Brent W. Bavington, MBA, CCHP
President

Cc: Thomas J. Weber, Esquire, Chief Executive Officer
Todd W. Haskins, RN, BSN, CCHP, Chief Operating Officer

FIRST ADDENDUM TO HEALTH SERVICES AGREEMENT

THIS ADDENDUM ("Agreement"), by and among the **COUNTY OF SARATOGA**, a municipal corporation with principal offices at 40 McMaster Street Ballston Spa, NY 12020 (the "County"), **PRIMECARE MEDICAL OF NEW YORK, INC.**, a New York business corporation, with principal offices at 3940 Locust Lane, Harrisburg, PA 17109 (hereinafter referred to as "PrimeCare"), **PROFESSIONAL CARE MEDICAL PRACTICE, P.C.**, (the "Medical P.C.") and **PROFESSIONAL CARE DENTAL SERVICES, P.C.**, (the "Dental P.C") (The Medical P.C. and the Dental P.C. herein collectively referred to as "the P.C.s") each of which P.C. has its principal office located at 3940 Locust Lane, Harrisburg Pennsylvania 17109.

WITNESSETH

WHEREAS, the County, PrimeCare and the P.C.s entered into a contract effective August 1, 2022 for PrimeCare to manage and the P.C.s to provide reasonably necessary medical and dental care for inmates under the care and custody of the Saratoga County Sheriff (the "Sheriff") at the Saratoga County Correctional Facility (the "Facility")(the "Underlying Agreement"); and

WHEREAS, the County desires to add reasonably necessary mental health services for the inmates at the Facility; and

WHEREAS, PrimeCare submitted a proposal dated August 5, 2022 to provide the desired psychiatric and mental health services; and

WHEREAS, the County wishes to accept the services as proposed.

WHEREAS, Section 7.7 of the Underlying Agreement requires that any modifications to the agreement be in writing signed by the parties.

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

- 1.1. The Underlying Agreement is amended to include the psychiatric and mental health professional services detailed on page one of the proposal letter of August 5, 2022, attached hereto as Exhibit A.
- 1.2. PrimeCare shall install a telemedicine system at the Facility.
- 1.3. Monthly compensation due Professional Care Medical Practice P.C. shall be increased by the amount set forth on page two of Exhibit A.
- 1.4. The effective date of this Addendum shall be _____, 202_.
- 1.5. All other terms and conditions of the Underlying Agreement remain unchanged and are in full force and effect for the remaining term of the Underlying Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the commencement date set forth in Section 1.4 above.

Saratoga County Sheriff's Office
 By: _____
 NAME: Michael H. Zurlo
 TITLE: Sheriff
 DATE: _____

PrimeCare Medical Of New York, Inc.
 By: _____
 NAME:
 TITLE:
 DATE: _____

County of Saratoga

By: _____
NAME: Theodore T. Kusnierz, Jr.
TITLE: Chairman of the Board of Supervisors
DATE: _____
Per Resolution: _____

Approved as to Form and Content:

County Attorney

Professional Medical Practice P.C.

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

Professional Dental Services P.C.

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

7/19/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 231 - 2022

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

AUTHORIZING AN AGREEMENT WITH PRIME CARE MEDICAL OF NEW YORK, INC., PROFESSIONAL CARE MEDICAL PRACTICE, P.C., AND PROFESSIONAL CARE DENTAL SERVICES, P.C. FOR THE PROVISION OF MEDICAL AND DENTAL SERVICES FOR INMATES AT THE SARATOGA COUNTY CORRECTIONAL FACILITY

WHEREAS, in an effort to control the health care costs for inmates at the County Correctional Facility, the County is seeking to consolidate medical and dental services for inmates at the Correctional Facility under one vendor; and

WHEREAS, the County has received a proposal from Prime Care Medical of New York, Inc., to provide professional medical and dental services for three (3) years at a cost of \$335,715.41 for the first year, subject to an annual increase each year thereafter based on the preceding 12-month U.S. Cost-of-Living index or 3%, whichever is higher, along with two (2) additional one-year renewal option periods, as mutually agreed upon by the parties in writing, to commence on August 1, 2022 and continue through July 31, 2025; and

WHEREAS, our Public Safety Committee and the County Sheriff have recommended that the County enter into a three (3) year agreement with Prime Care Medical of New York, Inc., Professional Care Medical Practice, P.C., and Professional Care Dental Services, P.C., to provide medical and dental services to inmates at a cost of \$335,715.41 for the first year, subject to an annual increase based on the preceding 12-month U.S. Cost-of-Living index or 3%, whichever is higher, along with two (2) additional one-year renewal option periods, as mutually agreed upon by the parties in writing, to commence on August 1, 2022 and continue through July 31, 2025; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute a three (3) year agreement with Prime Care Medical of New York, Inc., Professional Care Medical Practice, P.C., and Professional Care Dental Services, P.C., to provide medical and dental services to inmates at a cost of \$335,715.41 for the first year, subject to an annual increase based on the preceding 12-month U.S. Cost-of-Living index or 3%, whichever is higher, along with two (2) additional one-year renewal option periods, as mutually agreed upon by the parties in writing, to commence on August 1, 2022 and continue through July 31, 2025; and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the department budget.

July 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Schopf, Seconded by Supervisor Butler

AYES (210426): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361).

NOES (0):

ABSENT (25083): Joseph Grasso (4328), Michael Smith (3525), Edward D. Kinowski (9022), John Lawler (8208)



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Sheriff's Office

DATE: 01/26/23

COMMITTEE: Public Safety

RE: Saratoga Springs School District SRO contract

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Amending the contract for the provision of School Resources Officers to the Saratoga Springs School District

3. Specific Details on what the resolution will authorize:

This resolution will authorize the Chairman of the Board to execute an amendment to the 2022-23 contract with Saratoga Springs School District for the provision of School Resource Officers by the Sheriff's Office as previously authorized by Resolution 200-2021 and amended by Resolution 259-2022 and amend the 2023 Budget thereto.

At the request of the District, a 2nd School Resource Officer would be added to the contract in accordance with all other provisions of the current contract. The effective date of this change would be 02/01/23. The form and content of the amended contract to be approved by the Sheriff and County Attorney.

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.30.2263	SRO Reimbursement	\$39,790.88

Expense

Account Number	Account Name	Amount
A.30.000.6000	Regular Wages	\$35,605.50
A.30.000.8231	Police Supplies	\$ 4,185.38

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

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

- a. G/L line impacted **A.30.2263**
- b. Budget year impacted **2023**
- c. Details

Revenue and matching expenses to be added to the 2023 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 _____

10. Remarks:

In accordance with Resolution 200-2021 as amended by Resolution 259-2022, The Sheriff's Office currently provides 1 School Resource Officers to the Saratoga Springs School District for the academic year September through June for which the District reimburses the County 75% of the cost of each position. The District is requesting to increase the contract from 1 to 2 School Resource Officer beginning February 2023 to provide additional coverage to their schools in accordance with the provisions of the current contract.

* Matching agenda item submitted to HR Committee for approval of amendment to compensation schedule.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 200 - 2021

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

AUTHORIZING CONTRACTS WITH LOCAL SCHOOL DISTRICTS FOR THE PROVISION OF DEPUTY SHERIFFS TO SERVE AS SCHOOL RESOURCE OFFICERS

WHEREAS, pursuant to Resolutions 156-2018, 167-2018 and 187-2020, this Board authorized the execution of agreements with the following school districts for the provision of School Resource Officer services: Ballston Spa Central School District, Burnt Hills-Ballston Lake Central School District, Corinth Central School District, Galway Central School District, Mechanicville City School District, Schuylerville Central School District, South Glens Falls Central School District and Shenendehowa Central School District, and Saratoga Springs City School District for the assignment of Saratoga County Sheriff's Department Road Patrol Deputies as School Resource Officers; and

WHEREAS, the aforementioned school district agreements expired on June 30, 2021; and

WHEREAS, the Sheriff wishes to renew each agreement to provide up to twelve (12) Road Patrol Deputies to the ten (10) school districts subject to each school district agreeing to be responsible for, and to pay to the County the sum of \$74,093.75 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for 2021-2022 school year to cover the school district's pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and

WHEREAS, as School Resource Officers, the duties of the assigned Deputies will include, but not be limited to: maintaining a presence on the assigned school campus directed towards protecting the safety and well-being of students and school staff; reducing disorder and student crime; assisting school personnel with truancy related issues; teaching and/or making classroom presentations to students and school personnel on such issues as violence prevention, substance abuse prevention, social conflict resolution, and school safety; responding to life or safety threatening emergencies; and

WHEREAS, our Public Safety Committee and the Saratoga County Sheriff have recommended that the County enter into agreements with 1) the following school districts for the provision of a single Road Patrol Deputy to serve as School Resource Officer: Burnt Hills-Ballston Lake Central School District, Corinth Central School District, Galway Central School District, Mechanicville City School District, Saratoga Springs City School District, Schuylerville Central School District, South Glens Falls Central School District and Stillwater Central School District; and 2) the following school districts for the provision of two Road Patrol Deputies to serve as School Resource Officers: Ballston Spa Central School District and Shenendehowa Central School District; at a cost to be paid by each school district of \$74,093.75 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2021-2022 school year

to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with each of the following school districts for a term of ten (10) months from September 1 to June 30, commencing with the 2021-2022 school year, subject to renewal for up to two additional terms of ten (10) months each, for the provision of a single Road Patrol Deputy to serve as School Resource Officer: Burnt Hills-Ballston Lake Central School District, Corinth Central School District, Galway Central School District, Mechanicville City School District, Saratoga Springs City School District, Schuylerville Central School District, South Glens Falls Central School District and Stillwater Central School District, at a cost to be paid by each school district of \$74,093.75 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2021-2022 school year to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and be it further

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with each of the following school districts for a term of ten (10) months from September 1 to June 30, commencing with the 2021-2022 school year, subject to renewal for up to two additional terms of ten (10) months each, for the provision of two Road Patrol Deputies to serve as School Resource Officers: Ballston Spa Central School District and Shenendehowa Central School District, at a cost to be paid by each school district of at a cost to be paid by each school district of \$74,093.75 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2021-2022 school year to cover the school district's pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and, be it further

RESOLVED, that each of the foregoing agreements with said school districts shall provide that upon the request of the school district and the approval of the Saratoga County Sheriff, Saratoga County Sheriff's Department Road Patrol Deputies shall be authorized to provide overtime security services at school activities and events outside of normal school hours at an additional cost to the school district of \$50.00 per hour for a minimum of two (2) hours per school activity/event; and, be it further

RESOLVED, that contract costs for any renewal period for the 2022-2023 or 2023-2024 school years shall be the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy, as calculated by the Saratoga County Sheriff by no later than June 1 prior to the commencement of that school year; and be it further

RESOLVED, that the form and content of such agreements shall be subject to the approval of the County Attorney and the Saratoga County Sheriff.

BUDGET IMPACT STATEMENT: No budget impact.

8/16/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 259 - 2022

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

AUTHORIZING AMENDED AGREEMENTS FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO LOCAL SCHOOL DISTRICTS, AND AMENDING THE 2022 COUNTY BUDGET IN RELATION THERETO

WHEREAS, pursuant to Resolutions 156-2018, 167-2018, 187-2020 and 200-2021, this Board authorized the execution of agreements with the following school districts for the provision of School Resource Officer services: Ballston Spa Central School District, Burnt Hills-Ballston Lake Central School District, Corinth Central School District, Galway Central School District, Mechanicville City School District, Schuylerville Central School District, South Glens Falls Central School District, Stillwater Central School District, Shenendehowa Central School District, and Saratoga Springs City School District for the assignment of Saratoga County Sheriff's Department Road Patrol Deputies as School Resource Officers; and

WHEREAS, pursuant to resolution 200-2021, the Sheriff's Office agreements with the districts were to provide School Resource Officers for the academic year, September through June; and

WHEREAS, at the request of the districts it has been proposed that each of the 2022-2023 School Resource Officer agreements be amended to twelve (12) months to enable the Sheriff to provide the School Resource Officers during the summer months; and

WHEREAS, the Sheriff wishes to renew each agreement to provide up to thirteen (13) Road Patrol Deputies to the ten (10) school districts subject to each school district agreeing to be responsible for, and to pay to the County the sum of \$75,419.87 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2022-2023 school year to cover the school district's pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and

WHEREAS, as School Resource Officers, the duties of the assigned Deputies will include, but not be limited to: maintaining a presence on the assigned school campus directed towards protecting the safety and well-being of students and school staff; reducing disorder and student crime; assisting school personnel with truancy related issues; teaching and/or making classroom presentations to students and school personnel on such issues as violence prevention, substance abuse prevention, social conflict resolution, and school safety; responding to life or safety threatening emergencies; and

WHEREAS, our Public Safety Committee and the Sheriff have recommended the acceptance of the proposal to amend the agreements with each of the following school districts for a term of twelve (12) months from September 1 to August 31, commencing with the 2022-2023 school year, subject to renewal for up to two additional terms of twelve (12) months each, for the provision of Road Patrol Deputy Sheriffs to serve as School Resource Officers: Ballston Spa Central School District, Burnt Hills-Ballston Lake Central School District, Corinth Central School District, Galway Central School District, Mechanicville City School District, Saratoga Springs City School District, Schuylerville Central School District, Shenendehowa Central School District, South Glens Falls Central School District and Stillwater Central School District, at a cost to be paid by each school district of \$75,419.87 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2022-2023 school year to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; now, therefore, be it

RESOLVED, that the Chair of the Board and the Sheriff are hereby authorized to execute an amended agreement with each of the following school districts for a term of twelve (12) months from September 1st to August 31st, commencing with the 2022-2023 school year, subject to renewal for up to two additional terms of twelve (12) months each, for the provision of Road Patrol Deputy Sheriffs to serve as School Resource Officer: Ballston Spa Central School District, Burnt Hills-Ballston Lake Central School District, Corinth Central School District, Galway Central School District, Mechanicville City School District, Saratoga Springs City School District, Schuylerville Central School District, Shenendehowa Central School District, South Glens Falls Central School District and Stillwater Central School District, at a cost to be paid by each school district of \$75,419.87 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2022-2023 school year to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and be it further

RESOLVED, that each of the foregoing agreements with said school districts shall provide that upon the request of the school district and the approval of the Saratoga County Sheriff, Saratoga County Sheriff's Department Road Patrol Deputies shall be authorized to provide overtime security services at school activities and events outside of normal school hours at an additional cost to the school district of \$50.00 per hour for a minimum of two (2) hours per school activity/event; and, be it further

RESOLVED, that contract costs for any renewal period for the 2023-2024 or 2024-2025 school years shall be the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy, as calculated by the Saratoga County Sheriff by no later than June 1 prior to the commencement of that school year; and be it further

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

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

UNDER SHERIFF'S OFFICE:

Increase Appropriations:

Acct.: #A.30.000-6810 - Overtime \$68,800

Increase Revenues:

Acct.: #A.30.2263 - SRO Reimbursements \$68,800

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.

August 16, 2022 Regular Meeting

Motion to Adopt: Supervisor(s): Butler

Second: Supervisors(s): Gaston

AYES (211783): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361).

NOES (0):

ABSENT (23726): Jean Raymond (1333), Thomas Richardson (5163), Edward D. Kinowski (9022), John Lawler (8208).



8/16/21

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 258 - 2022

Introduced by Public Safety: Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollison, Veitch

AUTHORIZING AN AMENDED AGREEMENT WITH SARATOGA SPRINGS SCHOOL DISTRICT FOR THE PROVISION OF AN ADDITIONAL SCHOOL RESOURCE OFFICER, AND AMENDING THE 2023 COUNTY BUDGET IN RELATION THERETO

WHEREAS, pursuant to Resolution 200-2021 as amended by Resolution 259-2023, this Board authorized the execution of agreements with Saratoga Springs Central School District for the provision of one (1) Road Patrol Sheriff Deputy to serve as School Resource Officers; and

WHEREAS, Saratoga Springs Central School District has submitted a proposal to the Sheriff to amend the 2022-2023 agreement to provide one (1) additional Road Patrol Deputy to serve as a School Resource Officer, for a total of two (2) School Resource Officers to be assigned to Saratoga Springs Central School District, at an additional cost to be paid by the district of \$39,790.88 for the remainder of the 2022-2023 school year to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and

WHEREAS, our Public Safety Committee and the Sheriff have recommended that the proposal of Saratoga Springs Central School District to amend the 2022-2023 agreement to add an additional School Resource Officer, be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board and the Sheriff are hereby authorized to execute an amendment to the 2022-2023 agreement with the Saratoga Springs School District, to be effective February 1, 2023, for the provision of one (1) additional Road Patrol Deputy to serve as a School Resource Officer, for a total of two (2) Road Patrol Deputies to serve as School Resource Officers at an additional cost to be paid by the district of \$39,790.88 for the remainder of the 2022-2023 school year to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy; and be it further

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

RESOLVED, that the 2023 Saratoga County Budget is amended as

follows: SHERIFF'S OFFICE:

<u>Increase Revenue</u>	
Acct.: #A.30.2263 – SRO Reimbursements	<u>\$39,790.88</u>
<u>Increase Expenses</u>	
Acct.: #A.30.000.6000 – Regular Wages	<u>\$35,605.50</u>
Acct.: #A.30.000.8231 - Police Supplies	<u>\$ 4,185.38</u>

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds.

~~August 16, 2022 Regular Meeting~~

~~Motion to Adopt: Supervisor(s): Butler~~

~~Second: Supervisors(s): Gaston~~

~~AYES (211783): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peek (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361).~~

~~NOES (0):~~

~~ABSENT (23726): Jean Raymond (1333), Thomas Richardson (5163), Edward D. Kinowski (9022), John Lawler (8208).~~



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Sheriff's Office

DATE: 01/26/23

COMMITTEE: Public Safety

RE: Amend contract for police services with the Town of Ballston

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorize an amendment to a contract for specialized police services with the Town of Ballston, as previously approved by Resolution 229-2022, reducing the contract to one Deputy Sheriff and

3. Specific Details on what the resolution will authorize:

Authorize an amendment to a contract for specialized police services with the Town of Ballston, as previously approved by Resolution 229-2022, reducing the contract to one Deputy Sheriff and adjusting the 2023 budget and compensation schedule. Form and content of the contract amendment to be approved by the Sheriff and County Attorney.

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.30.02262	Reimb for Sheriff Services	-87,035.63

Expense

Account Number	Account Name	Amount
A.30.000.6000	Regular Wages	-87,035.63

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

Other

- a. G/L line impacted A.30.2262, A.30.000.6000
- b. Budget year impacted 2023
- c. Details
 Accounts to be reduced for 2023

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

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:

This contract is being reduced to one Deputy Sheriff effective 02/01/2023 at the request of the Town of Ballston Supervisor.

* Duplicate agenda item filed with HR Committee for discussion purpose.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 229 - 2022

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

AUTHORIZING A CONTRACT FOR POLICE SERVICES WITH THE TOWN OF BALLSTON, AMENDING THE 2022 COMPENSATION SCHEDULE UNDER THE SHERIFF’S DEPARTMENT, AND AMENDING THE 2022 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the Town of Ballston wishes to enter into an agreement for Specialized Law Enforcement services with the County to be provided by the Sheriff’s Department; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; and

WHEREAS, our Public Safety Committee, the Director of Human Resources, and the Sheriff have recommended that: i) the County enter into an agreement with the Town of Ballston for Specialized Law Enforcement services for a term of one year commencing July 20, 2022; and ii) the 2022 Saratoga County Compensation Schedule be amended under the Sheriff’s Department to create two (2) new position of PBA Contract Deputy Sheriff at a base salary of \$56,360; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Ballston for the indicated law enforcement services from July 20, 2022 through July 19, 2023, at a cost of \$201,057.00:

<u>CONTRACT WITH</u>	<u>TIME OF SERVICES</u>	<u># OF PATROLS</u>	<u>SERVICES</u>	<u>AMOUNT</u>
Ballston	Mon-Fri 7:00AM-3:00PM	1	entire town	
	Mon-Fri 3:00PM-11:00PM	1	of Ballston	\$201,057.00

; and it is further

RESOLVED, that the Sheriff’s Office shall provide such law enforcement services to the Town of Ballston for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and it is further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and it is further

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

RESOLVED, that the 2022 Saratoga County Compensation Schedule is amended effective July 20, 2022 as follows:

UNDER SHERIFF'S DEPARTMENT

Create one (2) PBA Contract Deputy Sheriffs, base salary, \$56,360

; and it is further

RESOLVED, that the 2022 Budget is amended as follows:

SHERIFF'S DEPARTMENT

Increase Appropriations:

Increase Acct.: #A.30.000-6000 Regular Wages	\$ 50,949.44
Increase Acct.: #A.30.000-6960 Health Insurance	\$ 30,569.66
Increase Acct.: #A.30.000-7041 Cars & Light Trucks	\$ 3,441.75
Increase Acct.: #A.30.000-8518 Uniform Expenses	\$ 1,773.65
Increase Acct.: #A.30.000-8231 Police Supplies	<u>\$ 4,143.26</u>
	<u>\$ 90,877.76</u>

Increase Revenue:

Increase Acct.: #A.30-2262 Reimb For Sheriff Services	<u>\$ 90,877.76</u>
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BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.

July 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Schopf, Seconded by Supervisor Butler

AYES (210426): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361).

NOES (0):

ABSENT (25083): Joseph Grasso (4328), Michael Smith (3525), Edward D. Kinowski (9022), John Lawler (8208)



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Sheriff's Office

DATE: 02/01/2023

COMMITTEE: Public Safety

RE: Omnicare pharmacy contract

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

1. Is a Resolution Required:

2. Proposed Resolution Title:

AUTHORIZING AN AGREEMENT WITH PHARMACY ASSOCIATES OF GLENS FALLS LLC d/b/a OMNICARE OF BALLSTON SPA FOR THE PROVISION OF PHARMACEUTICAL PRODUCTS AND PHARMACY SERVICES FOR THE SARATOGA COUNTY CORRECTIONAL FACILITY

3. Specific Details on what the resolution will authorize:

Authorize the Chairman of the Board to execute an agreement with Pharmacy Associates of Glens Falls LLC, doing business as Omnicare of Ballston Spa, Ballston Spa, NY for the provision of pharmaceutical products and pharmacy services to the Saratoga County Correctional Facility for a period of one year commencing January 1, 2023, subject to annual renewal upon term and conditions mutually agreeable to the parties, at the rates quoted by Royal Care Pharmacy Services in its proposal. The form and content of such agreement, and any renewals thereof, shall be subject to the approval of the Sheriff and County Attorney.

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.30.301.8241, A.30.301.8242**
- b. Budget year impacted **2023**
- 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 **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: **01/01/2023**

f. Termination of contract date: **12/31/2023**

g. Contract renewal and term: **annual renewal subject to negotiates rate**

h. Contact information: Pharmacy Associates of Glen Falls, Inc.
 d/b/a Omnicare of Ballston Spa
14 Commerce Drive
Ballston Spa, NY 12020
Jennifer Bruce, Account Manager, 518-588-0250 jennifer.bruce@omnicare.com

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

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

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

continuing contract since 2014

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 _____

10. Remarks:

Seeking a renewal contract with Omnicare for pharmaceutical services and supplies at the Correctional Facility.

PHARMACY PRODUCTS AND SERVICES

NON IV'S AND NON TPNs

Community Pricing Contract Terms (Patient Specific) - Rx Brands (All Except IV & TPN):	AWP -25.5%
Community Pricing Contract Terms (Patient Specific) - Rx Generics (All Except IV & TPN):	AWP -82%
Community Pricing Contract Terms (Patient Specific) - OTC Brands (All Except IV & TPN):	AWP -25.5%
Community Pricing Contract Terms (Patient Specific) - OTC Generics (All Except IV & TPN):	AWP -55%
House Stock:	(B) AWP -25.5% (G) AWP -60%
Minimums - Rx (Fee per Fill):	None
Minimums - OTC (Fee per Fill):	None
Controlled Substance Fee (Schedules 2,3,4,5) (Fee per Fill (Additional to Dispensing Fee)):	None
Compound Fee Non-Infusion (Fee per Fill (Additional to Dispensing Fee)):	None
Scheduled Deliveries Per Day:	1
Dispensing Fee Application:	Fee for Every Fill
Dispensing Fee on E-Kit/ADU?:	Yes (Fee Applies)
Restocking Fee (Rx Specific):	None
Drug Disposal Unit:	No

CLINICAL SERVICES

	Service Fee	Service Basis
Pharmacist (Optional Services) Rate effective Thru 12/31/2022:	\$85.00	Per Hour
Pharmacist (Optional Services) Rate effective 01/01/2023:	\$87.00	Per Hour
Registered Nurse (RN) Rate effective Thru 12/31/2022:	\$60.00	Per Hour
Registered Nurse (RN) Rate effective 01/01/2023:	\$65.00	Per Hour
Licensed Practical Nurse (LPN) Rate effective Thru 12/31/2022:	\$45.00	Per Hour
Licensed Practical Nurse (LPN) Rate effective 01/01/2023:	\$47.00	Per Hour
Pharmacy Technician Rate effective Thru 12/31/2022:	\$35.00	Per Hour
Pharmacy Technician Rate effective 01/01/2023:	\$40.00	Per Hour

NURSING EDUCATION/CERTIFICATION PROGRAMS

	Live Class Fee	Live Class Basis	Live Class Attendance Requirement
Medication Assistant Courses offered by Nurse - Full Course:	\$75.00	Fee Per Person Per Day	Minimum 8, Maximum 12
Medication Assistant Courses offered by Nurse - Refresher Course:	\$55.00	Fee Per Person Per Day	Minimum 8, Maximum 12
Other Nurse Education Services: (Offerings include, but are not limited to: Facility Requested Infusion Audit, Facility Survey Preparation or Follow-Up, Other Facility Requested On-Site Infusion Training)	\$75.00	Fee Per Hour (1 Hour Minimum)	Minimum 4, Maximum 12
Infusion Nurse Education/Certification - Third Party Company Utilized:	All Charges 100% Pass Through of Invoiced Cost		

All references to states Maximum Allowable Cost (MAC), Federal Upper Limit (FUL), Direct Cost (Direct), Wholesale Acquisition Cost (WAC) and Average Wholesale Price (AWP) refer to values as reported by such third-party pricing service (e.g., First DataBank or Medi-Span) as pharmacy may utilize from time to time.
 Flu Vaccine pricing is determined on an annual basis. Please contact your local pharmacy provider for the current pricing details.
 Unless a greater charge is otherwise specified herein, if Pharmacy agrees to repackage patient-owned medications dispensed by a non-Omnicare pharmacy, Pharmacy shall charge Facility \$5.00 per repackaging.

Field Nursing Services:

1) Pharmacy may charge the contracted rate for the services if facility cancels the Field Nursing Services less than 7 days prior to schedule date of the class.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION **XXX - 2023**

Introduced by Supervisors **Lant, Butler, Grasso, Hammond, Raymond, Tollisen, Veitch**

AUTHORIZING AN AGREEMENT WITH PHARMACY ASSOCIATES OF GLENS FALLS LLC d/b/a OMNICARE OF BALLSTON SPA FOR THE PROVISION OF PHARMACEUTICAL PRODUCTS AND PHARMACY SERVICES FOR THE SARATOGA COUNTY CORRECTIONAL FACILITY

WHEREAS, the County presently purchases pharmaceutical products and pharmacy services for the inmates at the Saratoga County Correctional Facility from Pharmacy Associates of Glens Falls LLC, **doing business as Omnicare of Ballston Spa**; and

~~WHEREAS, as part of the Saratoga County Sheriff's ongoing initiative to reduce the expenses of the Saratoga County Sheriff's Department where practicable, Sheriff Michael Zurlo and Corrections Administrator Colonel Richard Emery requested that Royal Care Pharmacy Services submit a proposal for the provision of pharmaceutical products and pharmacy services at reduced cost; and~~

WHEREAS, **Pharmacy Associates of Glens Falls LLC, doing business as Omnicare of Ballston Spa** has submitted a proposal for the provision of pharmaceutical products and pharmacy services for the Saratoga County Correctional Facility ~~at reduced rates that would result in an estimated savings to the County of between \$10,000 to \$11,000 per month; and~~

WHEREAS, our Public Safety Committee and the Saratoga County Sheriff have recommended that the proposal of **Pharmacy Associates of Glens Falls LLC, doing business as Omnicare of Ballston Spa** be accepted; now, therefore, be it

RESOLVED, that the Chairman of the Board is hereby authorized and directed to execute an agreement with Pharmacy Associates of Glens Falls LLC, doing business as **Omnicare of Ballston Spa**, of **Ballston Spa**, New York, for the provision of pharmaceutical products and pharmacy services to the Saratoga County Correctional Facility for a period of one year commencing **January 01, 2023**, subject to annual renewal upon term and conditions mutually agreeable to the parties, at the rates quoted by Royal Care Pharmacy Services in its proposal; and, be it further

RESOLVED, that the form and content of such agreement, and any renewals thereof, shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: ~~The decreased rates negotiated in this agreement are projected to result in monthly savings of \$10,000 to \$11,000.~~ **No Budget Impact. Funds are included in the 2023 adopted budget.**



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: District Attorney

DATE: 1/31/2023

COMMITTEE: Public Safety

RE: Criminal Justice Discovery Reform Grant 2022-2023

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing Acceptance of a Criminal Justice Discovery Reform Grant from the New York State Division of Criminal Justice Services

3. Specific Details on what the resolution will authorize:

Resolution accepting the 2022-2023 Criminal Justice Discovery Reform Grant from the New York State Division of Criminal Justice Services.

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

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

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.25.000.8160; Salaries and Fringe**
- b. Budget year impacted **2023**
- 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

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:

Extension of current contract for Office Data Systems, Inc. (iRecord); Axon will be sole source. Will get required documents after grant is accepted.

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:
State

b. Agency granting funds:
Division of Criminal Justice Services

c. Amount of grant:
\$826,489

d. Purpose grant will be used for:
To provide funding to support local district attorneys with expenses related to the implementation of discovery and pretrial reforms

e. Equipment and/or services being purchased with the grant:
iRecord Digital Video/Audio Recording System for Interviews; Axon Evidence.com licenses and training; Salary/fringe for certain DA Office positions.

f. Time period grant covers:
April 1, 2022 - March 31, 2023

g. Amount of county matching funds:
None

h. Administrative fee to County:
None

9. 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:



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

Grantee/Contractor: Saratoga County	Date: 6/28/2022
Program Name: Criminal Justice Discovery Reform Grant	Award Amount: \$826,489
Name of Official: Theodore Kusnierz Chairman of the County Legislature	SFY 2022-23 (April 1, 2022 to March 31, 2023)
Email: tkusnierz@saratogacountyny.gov	Contract #: C460100

Criminal Justice Discovery Reform Grant - Additional Information:

The New York State Division of Criminal Justice Services (DCJS) is pleased to provide funding to your county to support local law enforcement agencies with expenses related to the implementation of discovery and pretrial reforms that took effect January 1, 2020. Your county’s maximum award amount has been determined based on the prorated share of criminal court arraignments statewide.

Funding is contingent upon the submission by the county and subsequent DCJS approval of a Discovery Reform Funding Plan. Please see the attached *2022-23 Discovery Reform Application* and the *Discovery Reform Funding Plan* for additional information. All funding provided is primarily intended to support estimated costs during the state fiscal year 2022-23; however, this funding may also be used to cover any costs incurred in SFY 2021-22 (April 1, 2021 to March 31, 2022).

The county Discovery Reform Funding Plan should be submitted to DCJS using the DCJS Grants Management System (GMS). Additional information about GMS is provided in the attached Application document. Questions about the submission of the Plan should be emailed to DCJS at dcjsfunding@dcjs.ny.gov. Please include “Discovery Reform Question” in the subject line of your email. Any questions about GMS access or other technical assistance can also be directed to dcjsfunding@dcjs.ny.gov.

DCJS will assist counties in amending submitted Plans if needed. Once Plans are approved by DCJS, grantees will be notified and shall receive payment for their entire award. Thank you for all you do to enhance public safety. DCJS remains committed to working with you in our continued efforts to support the well-being and safety of all New York residents and visitors.

Attachment (2)

Cc: The Honorable Karen Heggen, Saratoga County District Attorney
Steven Bayle, Saratoga County Probation Director

3/16/21



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 94 - 2021

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

AUTHORIZING ACCEPTANCE OF A CRIMINAL JUSTICE DISCOVERY REFORM GRANT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

WHEREAS, a grant in the amount of ~~\$380,056~~ ^{#826,489} is available from the New York State Division of Criminal Justice Services for the purpose of providing funding to support local district attorneys with expenses related to the implementation of discovery and ~~bail~~ ^{pretrial} reforms for the grant period April 1, ~~2020~~ ²⁰²² through March 31, ~~2021~~ ²⁰²³; and

WHEREAS, the acceptance of this Criminal Justice Discovery Reform Grant requires our approval; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the County Administrator execute all documents necessary to apply for and accept a New York State Division of Criminal Justice Services grant in the amount of ~~\$380,056~~ ^{#826,489} to assist the District Attorney's Office with expenses related to the implementation of discovery and ~~bail~~ ^{pretrial} reforms for the grant period April 1, ~~2020~~ ²⁰²² through March 31, ~~2021~~ ²⁰²³.

BUDGET IMPACT STATEMENT: No budget impact. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Office of Emergency Management



DATE: 1/24/2023

COMMITTEE: Public Safety

RE: Hazard Mitigation Grant Program Award Acceptance

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Acceptance of the FEMA-4480-DR-NY Hazard Mitigation Grant Program Award

3. Specific Details on what the resolution will authorize:

Authorizing acceptance of the FEMA-4480-DR-NY Hazard Mitigation Grant Program Award with the form and content of such documents and agreements to be subject to the approval of the County Attorney. Funding has been made available in an amount not to exceed total project costs of \$200,000 with a federal share of \$180,000 and the required non-Federal matching share of \$20,000. In addition, Sub-Recipient management costs were also requested and will be made available for an amount not to exceed a total cost of \$10,000.

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-36.3306	Homeland Security	\$190,000
A-0599.B	Fund Balance	\$10,000

Expense

Account Number	Account Name	Amount
A-36.366.7098	Professional Services (22HMGP)	\$200,000

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
\$10,000		\$190,000	

5. Identify Budget Impact:

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

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

The Hazard Mitigation Grant Program Award is for \$200,000 with a federal share of \$180,000 and required non-federal matching share of \$20,000. In addition, reimbursement for sub-recipient management costs is available for an amount not to exceed \$10,000. The total cost to the county will be the non-federal matching share (\$20,000) minus the amount reimbursed for management costs (\$10,000) already included in the 2023 budget under salaries.

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

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

Federal

b. Agency granting funds:

NYS DHSES is the grant recipient and will administer this sub-grant award to the Saratoga County

c. Amount of grant:

\$210,000

d. Purpose grant will be used for:

Updating the County's Multi-Jurisdictional Hazard Mitigation Plan

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

Funding will be used to hire a contractor to oversee the update process and reimburse county employee time.

f. Time period grant covers:

11/30/2022 - 2/1/2026

g. Amount of county matching funds:

\$20,000

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:

The Disaster Mitigation Act of 2000 and corresponding regulation - 44 CFR Part 201, require that state, local, tribal and territorial governments have a FEMA-approved mitigation plan in place in order to be eligible for mitigation project funding.

As outlined in the all-hazard mitigation guidelines in 44 CFR Part 201.6, LHMPs can be prepared either by a single jurisdiction (e.g., a village, town or city) or by multiple jurisdictions working together. LHMPs only become active after they are approved by FEMA and adopted by the jurisdiction (for multi-jurisdictional plans, adoption by one participant activates the FEMA approved plan). Local plans must be reviewed, updated, and resubmitted for approval every five years. Funding opportunities to update multi-jurisdictional hazard mitigation plans are available under the Hazard Mitigation Assistance (HMA) programs.



FEMA

November 30, 2022

Ms. Rayana Gonzales
Alternate Governor's Authorized Representative
New York State Division of Homeland Security & Emergency Services
1220 Washington Avenue
Building 7A, Suite 710
Albany, New York 12242

Attn: Marlene D. White, Chief of Mitigation

RE: FEMA-4480-DR-NY
Hazard Mitigation Grant Program (HMGP)
HMGP Project #4480-0006
Saratoga County
Multi-Jurisdictional Hazard Mitigation Plan Update - Project Approval Letter

Dear Ms. Gonzales:

The Federal Emergency Management Agency (FEMA) has completed review of the New York State Division of Homeland Security and Emergency Services (DHSES) for funding of the Hazard Mitigation Program (HMGP) project number 4480-0006 for the Saratoga County Multi-Jurisdictional Hazard Mitigation Plan. DHSES as the grant recipient (hereinafter known as the Recipient) will administer this sub-grant award to the Saratoga County (hereinafter known as the Sub-Recipient).

Funding has been made available in an amount not to exceed total project costs of \$200,000 with a federal share of \$180,000 and the required non-Federal matching share of \$20,000. In addition, Sub-Recipient management costs were also requested and will be made available for an amount not to exceed a total cost of \$10,000. The necessary costs of requesting, obtaining, and administering federal disaster sub-grants will only be covered by an allowance as defined in 44 CFR Part 207. Approval is contingent upon the fulfillment of all conditions identified by FEMA (see the attached Conditions of Approval [COA]).

The Period of Performance (POP) deadline of February 1, 2026, has been established for this grant program. DHSES will administer this sub-grant within the grant program POP. This POP provides ample time for the Sub-Recipient to complete all activities identified within the approved scope of work, and to address any potential delays that may arise due to permitting requirements, weather conditions or other unforeseen circumstances. It also includes sufficient time for DHSES to conclude its administrative contract requirements after the project is completed.

The approved Scope of Work (SOW) outlined in the application includes Saratoga County's Multi-Jurisdictional Hazard Mitigation Plan 2024 Update. The plan includes all 30 municipalities within the county and consists of participation of agencies, stakeholders and the public, hazard

identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

Any change to the approved Scope of Work as identified within the application must be submitted to FEMA Region 2 for consideration and approval prior to implementation. This includes any potential extension of the Sub-Recipient project schedule as identified within the conditions of approval. Execution of any modification to the approved scope of work without prior FEMA Region 2's approval may jeopardize funding for the sub-grant project as a whole. In accordance with 2 CFR Part 200, the Recipient must ensure that Sub-Recipients are aware of requirements imposed upon them by Federal Statute and regulations.

Please be advised that the Local Mitigation Planning Policy Guide FP 206-21-0002 (Guide, Policy) was released on April 19, 2022, and is effective on April 19, 2023. The Guide is FEMA's official policy and interpretation of the applicable statutes and mitigation planning regulations at 44 Code of Federal Regulations (CFR) Part 201. The policy applies to state and local governments that update and implement state and local mitigation plans as well as FEMA officials who review and approve those plans. This updated policy will become effective on April 19, 2023. The transition period before policy changes take effect for mitigation plan approvals provides time for state and local governments to review and incorporate the changes needed for an approved hazard mitigation plan. Plans that are not approved by the effective date will have to meet the requirements established in the updated policies. The guide and frequently ask questions are available on the following links: [Local Mitigation Planning Policy Guide \(fema.gov\)](https://www.fema.gov/local-mitigation-planning-policy-guide) and, [FAQs: Updates to State and Local Mitigation Planning Policy Guides \(fema.gov\)](https://www.fema.gov/faq-local-mitigation-planning-policy-guides)

FEMA urges your office to meet with the Sub-Recipient to review the project requirements as soon as possible. At this meeting, please discuss in detail the COA and project schedule including quarterly performance reporting and fiscal documentation requirements. FEMA is available to assist the Recipient and Sub-Recipient in the implementation of this project.

Should you have any questions or require additional information, please contact Sharon Edwards, Hazard Mitigation Assistance Branch Chief at (212) 680-3633 or by email at Sharon.Edwards@fema.dhs.gov.

Sincerely,

Michael F. Moriarty
Mitigation Division Director
FEMA Region 2

Enclosure: Conditions of Approval (COA)

CONDITIONS OF APPROVAL
HMGP Project: 4480-0006
Saratoga County
Multijurisdictional Hazard Mitigation Plan Update

FEMA Region 2 approval is contingent upon fulfillment of all the following conditions:

1. Approved Scope of Work

The approved Scope of Work (SOW) outlined in the application includes Saratoga County's Multi-Jurisdictional Hazard Mitigation Plan 2024 Update. The plan includes all 30 municipalities within the county and consists of participation of agencies, stakeholders and the public, hazard identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

2. Scope of Work Changes

In accordance with 2 CFR Section 200.308, pass-through entities must obtain FEMA's prior approval whenever there is a proposed scope of work (SOW) change. Requests for changes to the SOW after award are permissible if they are consistent with the intent of the program. Requests must be made in writing and demonstrate the need for the scope change. The request also should include a revised scope, schedule, and budget. Any SOW changes are subject to all programmatic requirements, including EHP review requirements. All approvals will be at FEMA's discretion.

3. Other Regulatory Requirements

As part of our approval, the Sub-recipient is required to adhere to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirement for federal award.

4. Budget Changes

Recipients and Sub-Recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. Projects will require the prior written approval of FEMA as follows:

- Cost overrun and underruns can result from a scope, schedule or budget change.
- Recipients must notify FEMA prior to redirecting funds from an underrun to other approved sub-grants for which an overrun has been requested. The sub-grant must continue to programmatic eligibility requirements to include cost share.

5. Project Completion Schedule

The sub-grant project must be completed under the project schedule provided by the *Sub-Recipient* within the project application, as finalized prior to project approval. The project completion date for this sub-grant award is February 1, 2026. Changes to this schedule would be considered a SOW

CONDITIONS OF APPROVAL
HMGP Project: 4480-0006
Saratoga County
Multijurisdictional Hazard Mitigation Plan Update

change and therefore must be pre-approved by FEMA and the grant Recipient. Please note, the sub-grant project schedule is unique and separate from the grant Period of Performance (POP). The grant POP is the period during which the Recipient (DHSES) is expected to administer all HMGP activities under the declared disaster.

6. Period of Performance Extensions

In order for the Sub-Recipient to be considered for a period of performance extension, DHSES must submit a formal written request to the Regional Administrator no later than sixty (60) days prior to the expiration of the period of performance and must include a justification for the extension. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; and a description of performance measures necessary to complete the project within the requested extended period of performance. Other information required with this request includes: a revised budget information form (regardless of whether or not there are changes to the budget); copies of any contracts entered into by Sub-Recipient with vendors; percentage of work completed, and a description of all work completed. Extensions may not be considered for projects that are a result of delays in project initiation and implementation.

7. Reporting Requirements

Recipients and Sub-Recipients must maintain records of work and expenditures. Recipients submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. The first quarterly reports are due 30 days of the end of the first federal quarter following the initial grant award. FEMA may waive the initial reports. The Recipient shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Recipients are encouraged to contact FEMA should this occur

8. Performance Reports

The Recipient shall submit a quarterly performance report for each grant award. Performance reports should include:

- Reporting period, date of report, and Recipient POC name and contact information.
- Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-Recipient, and project type using standard NEMIS project type codes.
- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
- Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.

CONDITIONS OF APPROVAL

HMGP Project: 4480-0006

Saratoga County

Multijurisdictional Hazard Mitigation Plan Update

- Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
- A statement of whether a request to extend the grant POP is anticipated.

Requests for additional project time extensions would only be considered in instances where the Sub-Recipient has provided the Recipient with accurate quarterly status reports. FEMA may suspend drawdowns from SMARTLINK if quarterly reports are not submitted on time.

9. Financial Reports

Recipients shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end of the POP.

The Office of Management and Budget (OMB) has directed that FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272-A. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements. FEMA may suspend drawdowns from SMARTLINK/PARS if quarterly reports are not submitted on time.

10. Closeout

As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:

- The report costs were incurred in the performance of eligible work.
- The approved work was completed, and the mitigation measure follows the provisions of the FEMA-STATE Agreement.
- Each sub-grant has been completed in compliance with the approved SOW.
- Actual expenditures have been documented and are consistent with the SF-424A or SF-424C.
- All program income has been deducted from total project costs as specified in 2 CFR Part 200.80.
- All project work was performed in accordance with all required and applicable building codes as modified or protected by the approved project. (If applicable)
- For new or updated hazard mitigation plans, a final copy of the FEMA-approved and community-adopted plan has been submitted to FEMA. (If applicable)
- The activity is consistent with 44 CFR Part 201 and 206.
- The Sub-Recipient can claim management costs incurred up to whichever of the following occurs first:
 - 180 days after work is completed for the non-management cost HMGP project for the declaration. OR

CONDITIONS OF APPROVAL

HMGP Project: 4480-0006

Saratoga County

Multijurisdictional Hazard Mitigation Plan Update

- 180 days after the latest performance period for the non-management cost HMGP project.
OR

- The recipient management cost award has been closed out.

When one of the conditions is triggered, the timeframe for the Sub-Recipient to submit their management cost claim begins.

Sub-Recipients must submit final reporting to the pass-through entity no later than 90 days after the end of the Period of Performance. To ensure that this requirement is met, the Recipient will ask the Sub-Recipient to submit final payment request within sufficient time after project completion to allow time to close the project. The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP, per 2 CFR Sections 200.343 and 200.344.

11/21/17



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 245 - 2017

Introduced by Supervisors Lent, Allen, DeLucia, Lawler, Penrick, Szczepaniak and Tollisen

AUTHORIZING ACCEPTANCE OF A FEDERAL EMERGENCY MANAGEMENT AGENCY ~~FY 2016 PRE-DISASTER MITIGATION~~ HAZARD Mitigation COMPETITIVE (PDMC) GRANT FROM THE NEW YORK STATE Grant Program DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES Planning Grant AND AMENDING THE 2017 COUNTY BUDGET IN RELATION THERETO 2023

WHEREAS, Pursuant to Resolution 165-07 this Board authorized the acceptance of a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant in the amount of \$225,000 for the development of a County Hazard Mitigation Plan to reduce the impact of natural disasters; and

WHEREAS, pursuant to Resolution 193-11 this Board adopted the Saratoga County Multi-Jurisdictional Multi-Hazard Mitigation Plan; and

Also 213-2017

is set to expire on October 30, 2024 WHEREAS, the Saratoga County Multi-Jurisdictional Multi-Hazard Mitigation Plan has expired and the County is required to update the plan; and

WHEREAS, a Federal Emergency Management Agency ~~FY 2016 Pre-Disaster Mitigation Competitive (PDMC) Grant~~ *Hazard Mitigation Grant Program (HMGP) Planning Grant* is available from FEMA, to be administered by the New York State Division of Homeland Security and Emergency Services in the amount of ~~\$225,000~~ *\$210,000* for the term ~~August 31, 2017 to August 30, 2019~~ *November 30, 2022 to February 1, 2026*, to update the County's Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, said ~~PDMC~~ *HMGP* Grant is subject to a local match in the amount of ~~\$75,000~~ *\$20,000* which ~~can include County resources, employee time, fringe benefits and other non-cash contributions; and~~ *may consist of cash, donated or in-kind services, materials or any combination thereof; and*

WHEREAS, the acceptance of these grant funds requires this Board's approval and an amendment to the ~~2017~~ *2023* Saratoga County Budget; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute any and all documents necessary to apply for and accept a Federal Emergency Management Agency FY 2016 Pre-Disaster Mitigation Competitive Grant in the amount of \$225,000 from the Federal Emergency Management Agency, for the term August 31, 2017 to August 30, 2019, with the form and content of said documents being subject to the approval of the County Attorney; and, be it further

RESOLVED, that the ~~2017~~ *2023* Adopted Saratoga County Budget is hereby amended as follows:

DEPARTMENT OF EMERGENCY SERVICES:

Appropriations:

Increase Acct: 1-36-366-8190 Professional Services \$225,000

Revenues:

Increase Acct: 1-36-3306 Homeland Security \$225,000

See agenda
item request
form

BUDGET IMPACT STATEMENT: The County's \$75,000 match is included in the 2017 budget.