



Health & Human Services Committee

Tuesday, October 3, 2023 3PM
40 McMaster Street, Ballston Spa, NY

Chair: Phil Barrett

Members: John Lant, Ian Murray, Scott Ostrander, Tom Richardson, Jonathan Schopf (vc), Mo Wright

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the September 5, 2023 meeting.
- III. Michael Prezioso, Mental Health & Addiction
 - a. Amending resolution 296-2021, authorizing amendments to Mental Health contracts to include state-funded cost of living increases, and amending the 2023 County budget in relation thereto
 - b. Authorizing an amended agreement with Northeast Parent & Child Society Inc. for the provision of respite services
- IV. Other Business
- V. 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 Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Mental Health and Addiction Services

DATE: September 27, 2023

COMMITTEE: Health & Human Services

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

OMH COLA

3. Specific Details on what the resolution will authorize:

Office of Mental Health State Aid Letter Amendment #12 indicates a 4% COLA, effective 4/1/23, on funding code 34J, which OMH did not include on the previous letter.

The resolution asks the Committee to accept the additional state aid and to amend the 2023 budget \$2,511.

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

County Attorney's Office
Consulted Yes

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 Yes

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

Revenue

Account Number	Account Name	Amount
A.43-3495	Intensive Case Mngt	\$2,511

Expense

Account Number	Account Name	Amount
A.43.441-8734.034	Shelters of Saratoga ICM	\$1,227
A.43.441-8726.034	Transitional Services ICM	\$1,284

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

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

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
N/A

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
N/A

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
State
- b. Agency granting funds:
OMH
- c. Amount of grant:
\$2,511
- d. Purpose grant will be used for:
COLA
- e. Equipment and/or services being purchased with the grant:
ICM services
- f. Time period grant covers:
4/1/23-12/31/23
- 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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Resolution 296-2021, Contract Amount Tracker

10. Remarks:

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

Attachment A
Funding Source Allocation Table
County Code: 46 County Name: Saratoga
Year: 2023 Amendment: 12 - 9/6/2023 9:00:15 AM

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior Letter</u>	<u>Fiscal Year Revised Annualized Value</u>	<u>Beds</u>
Local Assistance	001A	GS	\$22,280	\$0	\$22,280	\$22,496	\$0	\$22,496	
Remarks									
An increase of \$648 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$864.									
Community Support Services	014	GS	\$457,918	\$0	\$457,918	\$462,364	\$0	\$462,364	
Remarks									
An increase of \$13,338 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$17,784.									
Adult Case Management & ACT	<u>034J</u>	GS	\$83,752	\$2,511	\$86,263	\$83,752	\$3,348	\$87,100	
Remarks									
→ Effective 4/1/23, increase of \$2,511 (FAV:\$3,348) represents the 4/1/23 - 12/31/23 value of the 4% COLA funding increase (effective 4/1/23) for program code 2720 (Non-Medicaid Care Coordination).									
Integrated Supp Emp	037	GS	\$55,725	\$0	\$55,725	\$56,266	\$0	\$56,266	
Remarks									
An increase of \$1,623 represents the 4/1/23 - 12/31/23 value of a 4% COLA, effective 4/1/23. The full annual value is \$2,164. Allocation adjustment made to 4/1/23 and AVs to correctly reflect 4/1/22 5.4% COLA increase.									
PROS State Aid	037P	GS	\$45,160	\$48,837	\$93,997	\$45,160	\$0	\$45,160	

Contract Amount Tracker

SHELTERS OF SARATOGA

Original amount of the contract, as of 1/01/22	\$ 52,003.00
Amendment 1, as per Res 200-2022 increased the contract by this amount	\$ 1,573.00
Amendment 2, as per Res 326-2022 increased the contract by this amount	\$ 525.00
Base amount of the contract, as of 1/01/23	\$ 54,101.00
Proposed Amendment 3 amount	\$ 1,227.00
The new contract sum is now	\$ 55,328.00

RISE HOUSING AND SUPPORT SERVICES, INC.

Original amount of the contract, as of 1/01/22	\$ 1,481,506.00
Amendment 1, as per Res 74-2022 increased the contract by this amount	\$ 11,343.00
Amendment 2, as per Res 75-2022 increased the contract by this amount	\$ 500.00
Amendment 3, as per Res 200-2022 increased the contract by this amount	\$ 114,988.00
Amendment 4, via budget transfer and letter	\$ 131.00
Amendment 5, as per Res 344-2022 increased the contract by this amount	\$ 39,373.00
Base amount of the contract, as of 1/01/23	\$ 1,647,841.00
Amendment 6, as per Res 76-2023 increased the contract by this amount	\$ 61,200.00
Amendment 7, as per Res 95-2023 increased the contract by this amount	\$ 40,392.00
Amendment 8, as per Res 179-2023 increased the contract by this amount	\$ 8,404.00
Amendment 9, as per Res 201-2023 increased the contract by this amount	\$ 64,200.00
Proposed Amendment 10 amount	\$ 1,284.00
The new contract sum is now	\$ 1,823,321.00



BOARD OF SUPERVISORS

8/15/2023

RESOLUTION 201 - 2023

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

AMENDING RESOLUTION 296-2021, AUTHORIZING AMENDMENTS TO MENTAL HEALTH CONTRACTS TO INCLUDE STATE-FUNDED COST OF LIVING INCREASES, A MINIMUM WAGE INCREASE, A STIPEND FOR SUPPORTED HOUSING BEDS, AND AMENDING THE 2023 COUNTY BUDGET IN RELATION THERETO

WHEREAS, Resolution 296-2021, [PLEASE ADD] as amended by Resolution 74-2022, 2002-2022, 76-2023, 344-2022, 95-2023, 179-2023, and 201-2023, which authorized ongoing contracts for mental health services, subject to State appropriations therefor; and

WHEREAS, Resolution 296-2021 further authorized the Health and Human Services Committee to accept additional grant funds from the State of New York in support of the Services to be rendered by the contracting agencies listed in Resolution 296-2021, provided the additional grant funds did not exceed 10% of the contract amounts set forth in Resolution 296-2021; and

WHEREAS, additional funds have become available from New York State Office of Mental Health (“OMH”) in the amount of \$44,248 \$2,511, for cost of living adjustments (“COLA”), effective April 1, 2023, a minimum wage increase totaling \$7,920, effective January 1, 2023, and a Five Hundred Eight Dollars (\$508) per bed minimum wage increase, and a Six Hundred Ninety One Dollar (\$691) per bed stipend for 57 supported housing beds, totaling \$51,257 effective April 1, 2023, allocated to the following mental health service providers contractually retained pursuant to Resolution 296-2021:

<u>PROVIDER</u>	<u>AMOUNT</u>
Unlimited Possibilities, Inc. d/b/a Unlimited Potential, Inc.	\$ 29,714
Rise Housing and Support Services, Inc.	\$ 64,200 1,284
Shelters of Saratoga, Inc. [PLEASE ADD]	\$1,227
Saratoga Bridges NYSARC, Inc. Saratoga County Chapter, Inc.	\$ 270
Rehabilitation Support Services, Inc.	\$ 7,554
Unity House of Troy, Inc.	\$ 444
Mechanicville Area Community Services, Inc.	\$ 315
Community Work and Independence, Inc.	\$ 273
Northeast Parent and Child Society, Inc.	\$ 410
Saratoga Center for the Family, Inc.	\$ 245
	\$103,425 \$2,511

; and

WHEREAS, our Health and Human Services Committee has authorized the acceptance of the forgoing additional grant funds in the amount of ~~\$103,425~~ **\$2,511**, which additional grant funds do not exceed 10% of the contract amounts set forth in Resolution 296-2021; and

WHEREAS, the acceptance of these additional funds requires an amendment to the 2023 County Budget; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute any agreements and documents necessary to accept additional funding awarded by OMH in the amount of ~~\$103,425~~ **\$2,511**; and it is further

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

RESOLVED, that Resolution 296-2021 is hereby amended to increase the authorized contract amounts listed above, and the terms and provisions of Resolution 296-2021 not inconsistent with this Resolution shall remain in full force and effect; and it is further

RESOLVED, that the 2023 Saratoga County Budget is amended as follows:

MENTAL HEALTH AND ADDICTION SERVICES

Increase Revenues:

A.43-3495	Intensive Case Mngt	[PLEASE ADD]	\$2,511
A.43-3469	MH Reinvestment		\$ 22,905
A.43-3470	MH Health Homes		\$ 8,140
A.43-3475	Innovative Job Reh.		\$ 3,514
A.43-3476	SA Special Employment		\$ 2,922
A.43-3478	Agency COLA		\$ 8,739
A.43-3491	MH Supported Housing		\$ 46,761
A.43-3494	CSS		\$ 9,907
A.43-3497	Local Assist Agency		\$ 537
			<hr/>
			\$103,425

Increase Appropriations:

A.43.441-8726.034	Transitional Services ICM	[PLEASE ADD]	\$1,284
A.43.441-8734.034	Shelters of Saratoga ICM	[PLEASE ADD]	\$1,227
A.43.441-8726.014	Transitional Services CSS		\$ 112
A.43.441-8726.039	Transitional Services Rehab		\$ 54
A.43.441-8726.078	Transitional Services SH		\$ 41,365
A.43.441-8726.200	Transitional Services RF		\$ 14,318
A.43.441-8726.570	TSA Health Homes		\$ 8,140
A.43.441-8726.965	TSA Salary COLA		\$ 211
A.43.441-8727.014	Unlimited Possibilities CSS		\$ 9,782
A.43.441-8727.037	Unlimited Possibilities ISE		\$ 909
A.43.441-8727.039	Unlimited Possibilities PR		\$ 1,245
A.43.441-8727.040	Unlimited Possibilities IJR		\$ 3,514

A.43.441-8727.200	Unlimited Possibilities RF	\$ 5,746
A.43.441-8727.965	Unlimited Possibilities Salary COLA	\$ 8,518
A.43.441-8729.001	Mechanicville Srv LA	\$ 296
A.43.441-8729.014	Mechanicville Srv CSS	\$ 13
A.43.441-8729.965	Mechanicville Srv Salary COLA	\$ 6
A.43.441-8730.200	Community Workshop RF	\$ 273
A.43.441-8731.001	Sar Center For Family LA	\$ 241
A.43.441-8731.965	Sar Center For Family COLA	\$ 4
A.43.441-8732.078	Rehabilitation Support Services SH	\$ 5,396
A.43.441-8732.200	Rehabilitation Support Services SH RIV	\$ 2,158
A.43.441-8733.037	Assn of Ret Citizens LSE	\$ 270
A.43.441-8741.200	NEP & CSOC RF	\$ 410
A.43.441-8749.037	Northeast Career Planning	\$ 444
		\$103,425 \$2,511

; 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 15, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Barrett

AYES (199263.5): 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), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Ian Murray (5808), Matthew E. Veitch (14245.5), John Lawler (8208), John Lant (17361)

NOES (0):

ABSENT (36245.5): Jean Raymond (1333), Willard H. Peek (5242), Sandra Winney (2075), Tara N. Gaston (14245.5), Edward D. Kinowski (9022)



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
Audra Hedden, County Administrator's Office

DEPARTMENT: Mental Health and Addiction Services

DATE: September 27, 2023

COMMITTEE: Health & Human Services

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Respite Services

3. Specific Details on what the resolution will authorize:

The resolution authorizes a contract amendment with Northeast Parent and Child Society, Inc. (NP&C) in the amount of \$14,071 for the provision of respite and intensive respite services used by Clinic Youth Services.

The funding is already contained within the 2023 budget, and is currently allocated under Captain Community Human Services expense line A.43.441-8728.200. Captain closed their Saratoga County respite program. We will do a budget transfer and give Captain's state aid to NP&C, who said they could use the funding, and who are continuing to provide this service. NP&C total contract not to exceed \$28,142.

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

County Attorney's Office
Consulted Yes

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 Yes

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

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.43.441-8728.200 & A.43.441-8741.200
- b. Budget year impacted 2023
- c. Details
See attached budget transfer.

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
N/A

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
N/A

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other Resolution 296-2021, copy of original contract, Budget transfer request

10. Remarks:

This transfer is more than 10% of the contract amount so it will need to go through the regular contract amendment process and cannot be done by letter.

NE PARENT AND CHILD SOCIETY, INC.

Original amount of the contract, as of 1/01/22 \$12,961.00

Amendment 1, as per Res 200-2022 increased the contract by this amount \$525.00

Amendment 2, as per Res 344-2022 increased the contract by this amount \$175.00

Base amount of the contract, as of 1/01/23 \$13,661.00

Amendment 3, as per Res 201-2023 increased the contract by this amount \$410.00

Proposed Amendment 4 amount \$14,071.00

The new contract sum is now \$28,142.00

REQUEST FOR TRANSFER OF FUNDS

DATE: 9/27/23

BUDGET YEAR: 2023

To Be Completed by County
Administration Staff:
Budget Transfer No. _____

FROM:

<u>Budget Account Number</u>	<u>Account Name</u>	<u>Amount</u>
A.43.441-8728.200	Community Human Services RIV	\$14,071

(Please include full project lines if applicable)

TO:

<u>Budget Account Number</u>	<u>Account Name</u>	<u>Amount</u>
A.43.441-8741.200	NEP & CSOC RF	\$14,071

Check here if new account(s) See additional page for transfers with more than 6 accounts

Reason For Request:

To transfer state aid from Captain Community Human Services to Northeast Parent & Child Society for the provision of respite services.

Department Head Approval:

Signature

Michael S. Prezioso, Commissioner

Title

The above request is hereby approved by:

Date: _____

Stephanie Hodgson, Budget Director

Date: _____

Steve Bulger, County Administrator



SARATOGA COUNTY ATTORNEY

Saratoga County Municipal Center
40 McMaster Street
Ballston Spa, New York 12020

Telephone: 518-884-4770
Fax: 518-884-4720 (Not for Service)

MICHAEL J. HARTNETT
County Attorney

MICHELLE W. GRANGER
First Assistant

Assistants

VIDA L. SHEEHAN
ALEXIS M. OSBORNE
MICHAEL P. NAUGHTON SR.
NICHOLAS M. MARTIN
MARIBETH A. HUNT

Paralegal Specialist
JENNY R. MARCOTTE

MEMORANDUM

DATE: April 7, 2022

TO: Dr. Michael Prezioso
Mental Health

FROM: Michael Hartnett
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Northeast Parent & Child Society, Inc.**
Vendor Address : 60 Academy Road, Albany, NY 12208
Vendor I.D. # : 14-1646198
Contract Amount : \$12,961 Per Res. 296-2021
Contract Period : 1/1/22-12/31/24
Contract I.D.# : N/A
Purpose of Agreement : Ongoing mental health/substance abuse services

Attached, please find two fully executed copies of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on April 6, 2022.

Please send this contract to the above named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, w/enclosure
County Administrator w/out enclosure

THIS AGREEMENT, made on this 17th day of April, 2021,
BY AND BETWEEN,

COUNTY OF SARATOGA (hereinafter referred to as the "County"), a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York, 12020, acting through its duly constituted SARATOGA COUNTY COMMUNITY SERVICES BOARD (hereinafter referred to as the "BOARD"), located at 135 South Broadway, Saratoga Springs, NY 12866,

-and-

Northeast Parent And Child Society, Inc. (hereinafter referred to as "NP&C"), with offices at 60 Academy Road, Albany, NY 12208,

WITNESSETH:

WHEREAS, the parties desire to make available to the County respite services for youngsters who are severely and persistently mentally ill and who are at risk for out of home placement and who, due to their behavioral and emotional difficulties, may cause stress on their families, and

WHEREAS, Northeast Parent and Child Society has an existing respite program,

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. NP&C, at its own expense and charge and for the consideration herein provided, agrees to furnish adequate, qualified and trained personnel, together with the required office space and equipment and to furnish and render to the County of Saratoga, the services set forth within the parameters of the Fiscal Policy Control Points and appropriate Spending Plan Guidelines as outlined in the Office of Mental Health General Provisions For State Aid Approval Letters. NP&C agrees to furnish such services and have available, at reasonable times, staff necessary for the completion of this Contract. The services of the staff shall be integrated into the general service network in consultation with the Community Services Board or its designated staff. Statistical data shall be kept as may be required by the Director of Community Services and/or the State of New York.

2. For the purpose of this agreement respite is defined as a service that allows the children's caretaker(s) a needed quality supervised break from the daily stress of parenting a child with severe emotional and behavioral difficulties. The referring clinician and the NP&C staff member will determine together at the time of referral whether a child will qualify for either regular respite in four to twenty-four hour units or intensive hourly respite. This determination will be made based on the individual child and/or the child's family's needs and the primary goals for respite. Intensive hourly respite provides constant direct adult supervision and interaction, a more focused therapeutic experience to increase self-esteem and social skills, and the opportunity to practice, in the community, behavioral and social goals developed in treatment at the BOARD. Specific documentation will be provided by NP&C after each respite about how activities during hourly respite related to treatment goals. All transportation will be provided by the respite provider. Regular respite is most often provided in the family setting of the respite provider with other family members present. Intensive respite is provided by an adult whose

sole focus is on supervising and interacting with the child. It most often occurs in the community, but can be provided as needed in the home for specific activities that support the child's treatment goals. The decision to have a child qualify for intensive hourly respite will be reviewed regularly by the family, and the BOARD and NP&C staff. Should a child or family's needs change, respite can change between intensive hourly and regular respite at any time. The NP&C, at its own expense and charge for the consideration herein provided, agrees to furnish therapeutic families, who are highly therapeutic foster care families, with whom identified children will receive weekend respite approximately ten (10) times a year and, in addition to the relief thus given to the biological families, will provide treatment to each child identified before the respite weekend so that the respite family addresses any problems as they arise and communicate the problems to the treatment teams, including the parents.

3. The following rates charged include payment to the provider and an administrative rate to the NP&C, and includes cost of transportation. BOARD agrees to pay NP&C the daily respite fee of \$140.15 for each day of respite care for each child in care. A monthly billing will be submitted to BOARD documenting the children receiving respite and the total number of days of care received as follows:

- A. One full unit is defined as any respite that is between eight and twenty-four consecutive hours.
- B. The County agrees to pay NP&C \$70.08 for one-half unit of respite service. One-half unit is defined as any respite that is between one and less than eight hours of respite.
- C. The County agrees to pay NP&C for an additional half unit for any respite that surpasses the original 24-hour period, up to a total of 32 hours. Two units will be charged for any 32-48 hour period of respite and will continue to increase in such increments.
- D. The County agrees to pay NP&C \$49.12 per hour for the provision of "Intensive Hourly Respite" through its Therapeutic Foster Family Program.

4. The NP&C expressly represents and agrees that the budget for the said NP&C shall not exceed a total cost of \$12,961 annually. The County will reimburse the NP&C for the cost of services up to but not exceeding, the following amounts from:

NYS OMH	<u>\$12,961</u>
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A. Subject to the approval of the Health and Human Services Committee of the County's Board of Supervisors, the amounts stated above, and the daily and hourly rates set forth in the Paragraph numbered "3" hereinabove, may be increased by up to 10% of said amounts to include additional State grant funding received for the services provided by the Agency without further amendment. Following the approval of the Health and Human Services Committee, a letter from County's Commissioner of Mental Health and Addiction Services to Agency detailing the increased State and County Aid amounts, and countersigned by Agency, shall be sufficient to document and effectuate the increase in the State and County Aid amounts set forth in this Paragraph.

5. BOARD clinicians will identify possible candidates for this respite service using the admission criteria provided by NP&C. BOARD clinicians will explain the respite program to prospective clients and, if interested, BOARD will obtain releases of information to allow the BOARD clinician to communicate with NP&C.

6. BOARD clinicians will provide written materials for review by NP&C to assess whether the child meets the admission criteria as outlined.

7. BOARD staff (clinician) will meet with NP&C staff to review the child and his/her needs and discuss a proposed plan for respite.

8. The BOARD clinician will then discuss this matter with the child and his/her family about the respite opportunity.

9. A pre-placement interview will be conducted by a NP&C staff member at the Saratoga County Mental Health site, with the BOARD clinician, the child, and his/her family in attendance. This interview may be videotaped, and BOARD will obtain a release from the parents prior to the pre-placement interview.

10. Matches with therapeutic families will be initiated subsequent to the pre-placement interview. The therapeutic family will review the referral packet. The therapeutic family will review the PPI tape.

11. If, in the opinion of NP&C and BOARD, there seems to be an acceptable match, e.g., the skills of the therapeutic family are appropriate to the needs of the child, a face-to-face dinner visit in the home would be arranged.

12. All appropriate releases, such as emergency medical care, will be obtained from the parents by BOARD prior to respite services, together with a phone number where parents can be reached in case of an emergency that might occur during such respite period.

13. Respite will be scheduled in conjunction with NP&C and the BOARD clinician. BOARD and NP&C will develop a "mini" plan for scheduled respite, including the focus and purpose of respite. It is understood that the overall goal for respite must be to maintain the child in his/her home and that respite is part of the BOARD treatment plan.

14. The NP&C family specialist will assess the respite stay with the therapeutic family and will provide information to the BOARD clinician. There will be a general assessment of issues, concerns, and behaviors.

15. Prior to the next scheduled respite, the NP&C family specialist will contact the BOARD clinician and birth parents to clarify the respite plans and ensure that phone numbers and other needed information is up to date.

16. NP&C shall, at all times, indemnify and save harmless the County from and against any and all claims and demands, including costs, litigation expenses, and reasonable attorney's fees, directly arising out of out of injury to or death of any person or damage to any property of any kind, to the extent caused by the negligent acts or omissions or willful misconduct of NP&C, its subcontractors, or its employees in connection with NP&C's provision of services and obligations under this Agreement. County shall, at all times, indemnify and save harmless the NP&C from and against any and all claims and demands, including costs, litigation expenses, and reasonable attorney's fees, directly arising out of out of injury to or death of any person or damage to any property of any kind, to the extent caused by the negligent acts or omissions or willful misconduct of County, its subcontractors, or its employees in connection with the

County's obligations under this Agreement.

NP&C shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverage shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate and shall be subject to the approval of the County Attorney. The insurance certificate provided by NP&C must also name the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020 as additional insured and the NP&C shall provide the COUNTY with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. NP&C'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, NP&C shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the NP&C shall promptly pay or cause to be paid all premiums due thereon.

In the event NP&C receives notice of cancellation of said insurance, NP&C shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such notice must either be personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. NP&C shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the NP&C'S receipt of said notice of cancellation of NP&C'S insurance.

Any failure by the NP&C to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the NP&C.

The above insurance is not, and shall not be construed as, a limitation upon NP&C'S obligation to indemnify the COUNTY.

17. This Agreement shall be void and of no affect unless through the term of this Agreement NP&C, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Worker's Compensation Insurance shall be provided to the County.

18. Termination of Agreement:

- A. Either party may terminate this agreement by giving thirty (30) days prior written notice of termination to the other party;
- B. Notwithstanding the above, if through any cause the NP&C fails to comply with legal, professional, county, or state requirements for the provision of services or with the provisions of this agreement or if the

NP&C becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the County may terminate this agreement effective immediately or, at its option, effective at a later date, after sending notice of such termination to the NP&C;

- C. The County shall be released from any and all responsibilities and obligations arising from the services covered by this agreement effective as of the date of termination, but the County shall be responsible for payment of all claims for service provided and costs incurred by the NP&C prior to the termination of this agreement that are pursuant to and after the NP&C's compliance with the terms and conditions herein;
- D. Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or by messenger and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

Notice To:

COUNTY OF SARATOGA:

Steven J. Bulger

County Administrator

40 McMaster Street

Ballston Spa, NY 12020

Cc: Dr. Michael Prezioso, Mental Health

Northeast Parent & Child
Society, Inc.

William T. Gettman, Jr.

Chief Executive Officer

60 Academy Road

Albany, NY 12208

19. The Agency agrees to comply with such rules, regulations, and requirements as the Board, the County, and the State may make, from time to time, pursuant to the law.

20. NP&C represents and warrants that it, nor it's employees or contractors, is not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. 1320a-7B(f) or in any other government payment program.

In the event NP&C, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, NP&C will notify the COUNTY in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to NP&C, the COUNTY reserves the right to immediately cease contracting with NP&C.

NP&C further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated, or Excluded Individuals or Entities.

In the event an excluded party is discovered NP&C will notify the County in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to NP&C, the COUNTY reserves the right to immediately cease contracting with NP&C.

21. The Agency and County shall execute and abide by all terms and conditions of the Business Associate Agreement, which is attached hereto as Schedule A, incorporated herein, and made a part hereof.

22. This Agreement shall become effective as of the 1st day of January 2022 and shall terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties on the day and year first above written.

COUNTY OF SARATOGA

Dated: 4-6-22

BY: Theodore T. Kusnierz, Jr.
Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors
Pursuant to Resolution #296-2021

SARATOGA COUNTY COMMUNITY SERVICES BOARD

Dated: 3-31-22

BY: Edmond Amyot
Edmond Amyot, M.D., Chairman

Northeast Parent and Child Society, Inc.

Dated: 3-22-22

BY: William T. Gettman
William T. Gettman
TITLE: Chief Executive Officer
FEIN# 14-1646198

APPROVED AS TO FORM AND CONTENT

Dated: 4/4/2022

BY: Michael Hartnett
Michael Hartnett
County Attorney

ENVIRONMENTAL TOBACCO SMOKE CERTIFICATION

Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. *The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.* Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the offer/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The above-recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law §1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule, or regulation shall apply.

AGENCY: Northeast Parent and Child Society, Inc.

BY: William T. Gettman
William T. Gettman, CEO

DATE: 3-22-22

COUNTY OF SARATOGA

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

DATE: 4-6-22

SARATOGA COUNTY
Business Associate Agreement

THIS AGREEMENT (the "Agreement") is between the County of Saratoga, acting by and through its Saratoga County Mental Health Center (hereinafter "COVERED ENTITY"), and Northeast Parent and Child Society, Inc. (hereinafter "BUSINESS ASSOCIATE") entered into on 3/29, 2022

WHEREAS, COVERED ENTITY is required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, or "HIPAA" (Pub. L. No. 104-191) and regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, as may be amended; and

WHEREAS, BUSINESS ASSOCIATE provides services to COVERED ENTITY and, as a result thereof, has access to certain Protected Health Information (as defined herein) created or received by or on behalf of the COVERED ENTITY; and

WHEREAS, as required by HIPAA, the Parties are entering into this Agreement related to the use and disclosure of Protected Health Information by BUSINESS ASSOCIATE; and

WHEREAS, this Agreement is intended to allow the Parties to continue their existing business relationship, subject to the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

1. Definitions.

- 1.1 Except as provided for in subparagraph 1.2 of this Section, terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms in the Privacy Rule.
- 1.2 The following terms shall have the meaning ascribed to them in this Section.
- (a) **BUSINESS ASSOCIATE.** "BUSINESS ASSOCIATE" shall mean Northeast Parent and Child Society, Inc.
 - (b) **COVERED ENTITY.** "COVERED ENTITY" shall mean County of Saratoga.
 - (c) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164, as may be amended.
 - (e) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.
 - (f) **Required by Law.** "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.501.
 - (g) **DHHS.** "DHHS" shall mean the United States Department of Health and Human Services.
 - (h) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (i) **Party or Parties.** "Party" or "Parties" shall mean COVERED ENTITY and/or BUSINESS ASSOCIATE.

2. Term

The term of this Agreement shall be effective as of this Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is, in accordance with Section 8 of this Agreement, destroyed or returned to COVERED ENTITY, or, if it is infeasible to return or destroy Protected Health Information, BUSINESS ASSOCIATE will continue to follow the terms of this Agreement with regard to access, use and disclosure of the Protected Health Information.

3. Obligations and Activities of BUSINESS ASSOCIATE

- 3.1. **Limits on Use and Further Disclosure.** BUSINESS ASSOCIATE agrees not to use or further disclose to any third party Protected Health Information other than as permitted or required by this Agreement or as Required by Law. (45 CFR 164.504(e)(2)(ii)(A))
- 3.2. **Safeguards.** BUSINESS ASSOCIATE agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by

ASSOCIATE, as required to carry out the legal responsibilities of BUSINESS ASSOCIATE, or in a manner which the Protected Health Information is de-identified.

4.2 Disclosure of Protected Health Information.

- (a) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Protected Health Information to third parties:
- (i) As Required by Law;
 - (ii) As necessary to perform the services described in the underlying agreement identified in Section 4.1(a) of this Agreement;
 - (iii) As authorized by the Individual who is the subject of the Protected Health Information or the Personal Representative of that Individual;
 - (iv) Who are agents, including subcontractors, who provide services to BUSINESS ASSOCIATE in connection with its work on behalf of COVERED ENTITY and require access to Protected Health Information to perform those services, provided that BUSINESS ASSOCIATE enters a written agreement with the agent in which the agent agrees to abide by the same restrictions and conditions that apply to BUSINESS ASSOCIATE under this Agreement with respect to Protected Health Information;
 - (v) Who provide Data Aggregation services to COVERED ENTITY as permitted by 42 CFR 164.504(e)(2)(i)(B);
 - (vi) When required for the proper management and administration of BUSINESS ASSOCIATE, provided BUSINESS ASSOCIATE obtains reasonable assurances from the third party to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; the third party will use appropriate safeguards to prevent unauthorized use or disclosure of the Protected Health Information, and the third party will immediately notify the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; or
 - (vii) Provided the Protected Health Information is de-identified in accordance with the Privacy Rule.

5. Transaction Standards

Compliance with Transactions Standards. To the extent applicable, any data transmitted by BUSINESS ASSOCIATE on behalf of COVERED ENTITY to other entities for the purposes of engaging in an electronic transaction governed by HIPAA shall be conducted in a manner consistent with the requirements of 45 CFR Part 162, which establishes the standards for electronic health care transactions.

6. Obligations of COVERED ENTITY

- 6.1 Notice of limitations. COVERED ENTITY shall notify BUSINESS ASSOCIATE of COVERED ENTITY'S Notice of Privacy Practices and any limitation(s) thereto in accordance with 45 CFR 164.520, to the extent that such Notice or limitation may affect BUSINESS ASSOCIATE'S use or disclosure of Protected Health Information.
- 6.2 Written permission. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an Individual governing the COVERED ENTITY'S use or disclosure of Protected Health Information to the extent that such change or revocation may affect BUSINESS ASSOCIATE'S use or disclosure of Protected Health Information.
- 6.3 Use or disclosure restrictions. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of Protected Health Information that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of Protected Health Information.

7. Termination

- 7.1. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach of this Agreement by BUSINESS ASSOCIATE, COVERED ENTITY shall:

- (a) Provide an opportunity, not to exceed 30 days from receipt of COVERED ENTITY'S written notification of such breach, for BUSINESS ASSOCIATE to cure the breach. However, in the event the breach cannot be cured within 30 days, the 30-day cure period shall be extended for a reasonable additional time to cure such breach, provided BUSINESS ASSOCIATE commences to cure the breach within 30 days from the date of breach and continues diligently to affect the cure within such reasonable additional time; or

Business Associate Agreement continued

ASSOCIATE, its employees, agents or subcontractors, whether intentional or negligent, in violation of this Agreement or the HIPAA Privacy Rule.

11.4 Notice. Whenever under this Agreement a Party is required to give the other Party notice, such notice shall be deemed given if:

- (a) Mailed by Certified or First Class United States Mail, return receipt requested, postage prepaid; or
- (b) Hand delivered with acknowledged receipt; or
- (c) Delivered via recognized overnight courier service with acknowledged receipt to:

COVERED ENTITY:
 County of Saratoga
 40 McMaster Street
 Ballston Spa, NY 12020

BUSINESS ASSOCIATE:
 Northeast Parent and Child Society, Inc.
 60 Academy Road
 Albany, NY 12208

11.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

11.6 Binding Nature and Assignment. This Agreement shall be binding on, and inure to the benefit of the Parties and their successors and permitted assigns, but neither Party may assign this Agreement without the prior written consent of the other Party.

12. Entire Contract

This Agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or other agreements, oral or written, which are not fully expressed in this Agreement, and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

13. Partial Invalidity

In the event that any part or section of this Agreement is revoked or amended by legislative action or invalidated by judicial decision in a court of general competence and authority over this Agreement, such part or section of this Agreement shall cease to be effective on the date of revocation, amendment or invalidation, without change to the remainder of this Agreement where so ever possible. In such event, the Parties shall discuss and amend this Agreement as necessary to maintain compliance with current legislative, regulatory and judicial requirements to meet the spirit and purpose of enhanced confidentiality of Protected Health Information. If the Parties are unable to reach agreement on the necessary amendment to this Agreement within ninety (90) days or such other time period as mutually agreed upon by the Parties, or the foregoing application effective date of such change, this Agreement shall terminate at the expiration of the ninety (90) days, or such other mutually agreed upon time period.

County of Saratoga, acting by and through its
Saratoga County Mental Health Center

Signed: Michael S. Prezioso
Michael S. Prezioso, Ph.D.
Commissioner

Date: 3/29/22

Northeast Parent and Child Society, Inc.

Signed: William T. Gettman
William T. Gettman
Chief Executive Officer

Date: 3/22/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Rose & Kiernan, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: Philadelphia Indemnity Ins Co. INSURED: Northeast Parent & Child Society, Inc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PI-GLD-HS - NY (10/11) General Liability Deluxe Endorsement - includes Blanket Additional Insured Status - written contract, funding source or lessor of leased equipment. Includes Waiver of Subrogation.

The County of Saratoga is as an additional insured with respect to general liability as required by written contract.

CERTIFICATE HOLDER: County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

County of Saratoga

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)
Northeast Parent & Child Society, Inc.
60 Academy Road
Albany, NY 12208
1b. Business Telephone Number of Insured
(518) 426-2600
1c. NYS Unemployment Insurance Employer Registration Number of Insured
04-56361
1d. Federal Employer Identification Number of Insured or Social Security Number
14-1646198
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Saratoga
40 McMaster Street
Ballston Spa NY 12020
3a. Name of Insurance Carrier
Pennsylvania Manufacturers' Indemnity Company
3b. Policy Number of Entity Listed in Box "1a"
2021000370668
3c. Policy effective period
7/1/2021 to 7/1/2022
3d. The Proprietor, Partners or Executive Officers are
[X] included. (Only check box if all partners/officers included)
[] all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Lena Bucciero
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Lena Bucciero
(Signature) 6/14/2021
(Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

service@phly.com
 877-438-7459
 Lines open Monday to Friday: 8.30am - 8.00pm EST

August Invoice

Northeast Parent & Child Society, Inc
Account number 71930

Invoice number [REDACTED] Date: 08/01/2021

\$177,448.82

Amount reflects both Past Due and Current Balance

Please pay \$177,448.82

- Visit **PHLY.com/myphly** to pay your invoice online by Electronic Funds Transfer (EFT).

- Or detach the coupon on the last page and return with check made payable to:
 Philadelphia Insurance Companies
 PO Box 70251
 Philadelphia, PA 19176-0251

- Or call 877-438-7459 to make a single credit card or EFT payment.

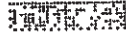
Managing your policy

For coverage questions, policy changes or claims please contact your agent at:

NFP Property & Casualty Services, Inc.
(518) 244-4245

To pay your invoice online or update your details access your account at **PHLY.com/myphly**

Balance breakdown	
Amount	Due date
\$177,448.82	08/23/2021
\$0.00	Past due Pay immediately
\$177,448.82	Total due



Account number 71930

PHILADELPHIA INSURANCE COMPANIES

Your account summary

Current month breakdown

Product	Policy	Term / Bill plan	Premium charged (\$)	Premium applied (\$)	Current installment amount (\$) ⊕	Taxes / surcharge (\$) ⊕	Fees (\$) † ⊖	Payment / credits ⊖	Current balance due (\$)
71930 Northeast Parent & Child Society, Inc									
Flexl Plus Five	PHSD1641482	07/01/21 - 22 25% Down & 9 Monthly Installments	19,713.00	-25.19	6,571.00 1 of 9	0.00	0.00	25.19	6,545.81
	Fees								
	Installation Fee		125.00	-120.00	0.00	0.00	5.00	0.00	5.00
			19,838.00	-145.19	6,571.00	0.00	5.00	25.19	6,550.81
								<i>ml</i> 01-1310-01	
Non Profit Package	PHPK2293333	07/01/21 - 22 25% Down & 9 Monthly Installments	454,174.00	-580.37	151,391.34 1 of 9	0.00	0.00	580.37	150,810.97
	Fees								
	NYMLE		260.00	-260.00	0.00	260.00	0.00	260.00	0.00
	NYFIF		233.38	-233.38	0.00	233.38	0.00	233.38	0.00
			454,667.38	-1,073.75	151,391.34	493.38	0.00	1,073.75	150,810.97
								<i>ml</i> 01-1320-01	
Non Profit Umbrella	PHUB774360	07/01/21 - 22 25% Down & 9 Monthly Installments	60,493.00	-77.30	20,164.34 1 of 9	0.00	0.00	77.30	20,087.04
			60,493.00	-77.30	20,164.34	0.00	0.00	77.30	20,087.04
								Payments will be allocated towards these charges first	
								<i>ml</i> 01-1320-01	
									Total Balance: 177,448.82

@ 8/11/21

Applications, policy forms, risk management services, and claims management services are available at www.phly.com
 *Denotes change in term premium **Denotes the 25% down and 1st installment billed together †May include installment fee

Account number [REDACTED]

Page 3 of 3

Billing terms

Policy The program

Term The policy length

Product Identifies PHLI niche product group

Bill plan Full or interval payment plan applied to this policy. For Surety bonds, only Fixed Annual bill plan will be available

Premium charged Policy premium at inception plus any additional premium or return premium endorsements

Premium applied Payments or adjustments made to date

Current installment amount Divided portion of premium invoiced this month based on the Bill Plan

Taxes/surcharges and fees State imposed taxes or surcharges based on specific coverage and/or premium

Payment / credits Payments or adjustments made for the current month

Current balance due Total amount currently due

Notice A \$5.00 monthly installment fee may be included. If payment is received after the invoice due date, a \$25.00 late fee will be incurred (some states may vary)

Invoice Number:	[REDACTED]
Account Number:	71930 <input type="checkbox"/>
Billing Date:	08/01/2021
Amount Due:	\$177,448.82

B

Remittance Amount: \$

 **PHILADELPHIA INSURANCE COMPANIES**

A Member of the Tokio Marine Group
PO Box 70251 Philadelphia PA 19176-0251

Northeast Parent & Child Society, Inc
60 Academy Rd
Albany NY 12208-3103

PHILADELPHIA INSURANCE COMPANIES
PO BOX 70251
PHILADELPHIA PA 19176-0251



NORTHEAST PARENT & CHILD SOCIETY

To: Philadelphia Insurance Companies
 Check Date: 8/12/2021
 Check Number: 155803

Invoice No.	Date	Description	Amount	Discount	Net Amount
0436	7/31/2021	PHSD1641482/PHPK2293333/PHUB774360 Dep & Totals:	\$177,448.82 \$177,448.82	\$0.00 \$0.00	\$177,448.82 \$177,448.82

NORTHEAST PARENT & CHILD SOCIETY

To: Philadelphia Insurance Companies
 Check Date: 8/12/2021
 Check Number: 155803

Invoice No.	Date	Description	Amount	Discount	Net Amount
[REDACTED]	7/31/2021	PHSD1641482/PHPK2293333/PHUB774360 Dep & Totals:	\$177,448.82 \$177,448.82	\$0.00 \$0.00	\$177,448.82 \$177,448.82

THIS CHECK HAS A COLORED BACKGROUND AND INVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT - DOCUMENT CONTAINS A MICRO-PRINT SIGNATURE LINE - MAGNIFY TO VIEW



NORTHEAST PARENT & CHILD SOCIETY

60 ACADEMY ROAD, ALBANY, NY 12208

KeyBank, NA

29-71213

CHECK DATE	CHECK NO.
8/12/2021	155803
CHECK AMOUNT	
\$** 177,448.82	

VOID AFTER 90 DAYS

PAY

**One hundred seventy seven thousand four hundred forty eight and 82/100 Dollars

Christine K. J. Mais
 AUTHORIZED SIGNATURE

TO THE ORDER OF

Philadelphia Insurance Companies
 P.O. Box 70251
 Philadelphia, PA 19176-0251





STATEMENT / INVOICE

INVOICE NUMBER	STATEMENT DATE	PAGE
[REDACTED]	July 07, 2021	1
ACCOUNT NUMBER	TOTAL DUE	
[REDACTED]	\$96,283.00	

FOR PMA USE ONLY

INVOICE NUMBER	STATEMENT DATE
[REDACTED]	July 07, 2021
ACCOUNT NUMBER	TOTAL DUE
[REDACTED]	\$96,283.00

INSURED:

NORTHEAST PARENT & CHILD SOCIETY INC
60 Academy Road
Albany, NY 12208

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:

Raquel Hunter
Customer Service Representative
Philadelphia
(484)530-4931

INSURED:

NORTHEAST PARENT & CHILD SOCIETY INC
60 Academy Road
Albany, NY 12208

PLEASE MAKE CHECK PAYABLE TO "PMAIC" AND REMIT TO PMA COMPANIES, P.O.Box 824870, Philadelphia, PA, 19182-4870

POLICY NUMBER	POLICY TYPE	TRANSACTION EFFECTIVE DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	AMOUNT DUE	PAYMENT DUE DATE
201505	WC	04/16/2021	Retro Adjustment	\$420.00	\$420.00	04/16/2021
201600	WC	04/16/2021	Retro Adjustment	\$8,489.00	\$8,489.00	04/16/2021
201800	WC	07/01/2019	Retro Adjustment	\$100,959.00	\$100,959.00	06/01/2020
		04/16/2021	Retro Adjustment	\$115,937.00	\$115,937.00	04/16/2021
201900	WC	04/16/2021	Final Audit	\$1,061.00	\$1,061.00	04/16/2021
		04/16/2021	Surcharge	\$134.00	\$134.00	04/16/2021
		04/16/2021	Retro Adjustment	(\$164,728.00)	(\$164,728.00)	04/16/2021
202100	WC	07/01/2021	Installment	\$30,418.00	\$30,418.00	07/22/2021
		07/01/2021	Surcharge	\$3,593.00	\$3,593.00	07/22/2021
				TOTAL:	\$96,283.00	

Handwritten: @ 7-10-21

POLICY	EFF DATE	D.O.	AMOUNT
201505	04/16/2021	75	\$420.00
201600	04/16/2021	75	\$8,489.00
201800	07/01/2019	75	\$100,959.00
	04/16/2021	75	\$115,937.00
201900	04/16/2021	75	\$1,061.00
	04/16/2021	75	\$134.00
	04/16/2021	75	(\$164,728.00)
202100	07/01/2021	75	\$30,418.00
	07/01/2021	75	\$3,593.00
TOTAL:			\$96,283.00

PAST DUE AMOUNT	CURRENT ITEMS DUE	TOTAL AMOUNT DUE
\$62,272.00	\$34,011.00	\$96,283.00

PAST DUE AMOUNT	CURRENT ITEMS DUE
\$62,272.00	\$34,011.00

DETACH AND RETURN THIS PORTION WITH PAYMENT

Handwritten: @ [REDACTED] **\$34,011.00**

NORTHEAST PARENT & CHILD SOCIETY

To: PMAIC

Check Date: 7/22/2021

Check Number: 155591

Invoice No.	Date	Description	Amount	Discount	Net Amount
127613740665	7/7/2021	Installment 1	\$34,011.00	\$0.00	\$34,011.00
Totals:			\$34,011.00	\$0.00	\$34,011.00

NORTHEAST PARENT & CHILD SOCIETY

To: PMAIC

Check Date: 7/22/2021

Check Number: 155591

Invoice No.	Date	Description	Amount	Discount	Net Amount
127613740665	7/7/2021	Installment 1	\$34,011.00	\$0.00	\$34,011.00
Totals:			\$34,011.00	\$0.00	\$34,011.00

THIS CHECK HAS A COLORED BACKGROUND AND IRVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT - DOCUMENT CONTAINS A MICRO-PRINT SIGNATURE LINE - MAGNIFY TO VIEW



**NORTHEAST
PARENT
& CHILD
SOCIETY**

60 ACADEMY ROAD, ALBANY, NY, 12208

KeyBank, NA

28-7/213

CHECK DATE	CHECK NO.
7/22/2021	155591
CHECK AMOUNT	
\$** 34,011.00	

VOID AFTER 90 DAYS

PAY

Thirty four thousand eleven and 00/100 Dollars

TO
THE
ORDER
OF

PMAIC
PMA Companies
P.O. Box 824870
Philadelphia, PA 19182-4870

Christina K. J. Maud

AUTHORIZED SIGNATURE



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 296 - 2021

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

AUTHORIZING ONGOING MENTAL HEALTH CONTRACTS FOR 2022 - 2024

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

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

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

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

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

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

and, be it further

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

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

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

RESOLVED, that this Resolution shall take effect immediately.

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