



Schenectady County
Purchasing Department
ADDENDUM

620 State St.-6th Floor
Schenectady, NY 12305
Purchasing@schenectadycounty.com
518.388.4242

RFP-2018-23
Health Care Services for
Schenectady County Correctional Facility (SCCF)

ADDENDUM #1

March 19, 2018

Schenectady County hereby issues Addendum 1 for the Request for Proposals (RFP) for Health Care Services for the Schenectady County Correctional Facility.

The addendum provides responses to questions received and adds clarifications to the RFP.

Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1. The Proposals shall be provided electronically by emailing to Superintendent James Barrett at james.barrett@schenectadycounty.com and County Manager, Kathleen Rooney at kathy.rooney@schenectadycounty.com.
2. There is currently no contract for the provision of methadone and suboxone.
3. Contract with Ellis Hospital is included.
4. The SCCF currently contracts with Correctional Medical Care and its various related entities.
5. Paragraph 2.24 on Page 16 reworded to State: The Vendor is responsible for the cost of all consumable medical supplies, durable medical equipment necessary to provide primary and emergency care that is not presently the property of the medical unit. The Vendor will be responsible for the repair and maintenance of existing equipment. Vendor shall supply the costs for all office equipment utilized by the health staff in the performance of their duties such as fax machines, photocopy machines, computers, etc. This equipment will remain the property of the Vendor. The Vendor shall be responsible for procuring and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to County inventory at the termination of the contract.
6. Paragraph 2.5 shall be amended to read: Daily sick call (pursuant to Section 137.6 of the NYS Correction Law) shall be conducted in the special housing unit with assessments to be done by healthcare staff (minimum of a registered nurse) and with appropriate timely follow-up care provided by other health staff as indicated. No inmate shall be disciplined for or otherwise be discouraged from accessing the health care delivery system. Rounds will be conducted in segregated populations as required by NCCHC standards and dependent upon the level of segregation. Inmates submitting sick call requests in segregation shall access the sick call system and be seen by qualified medical professionals. Vital signs and weight shall be recorded on a weekly basis.
7. Section 2.7 is deleted in its entirety.
8. Section 3.9 is amended to reflect that the MMC would be conducted within Thirty (30) days, rather than Five (5) business days.
9. The list of current medical equipment is attached.
10. Paragraph 3.8 should be added to include: The Vendor shall provide PPD and related services to the staff of the facility numbering approximately 200-220.
11. The staffing matrix shall be replaced with the one attached.
12. Positions that must be backfilled include: MD, NP, Psychiatrist, Social Worker, RN and LPN hours and Health Services Administrator.

13. The contract start date is as soon as practicable.
14. A list of 60 most common drugs is attached.
15. To the extent that there is any question, this proposal is for a three (3) year contract.
16. Fringe Benefits need not be broken down line by line and may be included as one lump sum.
17. On the Pricing Summary Table under costs associated with each position, fringe benefits should not be listed, as they are included in the lump sum.
18. On the Pricing Summary Table "other off-site Pharmacy Estimates" shall reflect all Pharmacy costs.
19. There is no contract monitor for this contract.
20. A Consent of Surety is not required, but Proof of Insurance will be required to enter into an Agreement.
21. The relevant Affirmative Action Plan and compliance forms are attached.
22. Some shifts are covered through Medical Staffing Network, a/k/a Cross Country Staffing.
23. The following positions are currently vacant: Medical Records Clerk; Full-time RN, Full-time LPN, Part-time LPN.
24. Currently Psychiatric admissions are to Ellis Hospital for acutely psychotic inmates and Central NY Psychiatric Center is used for chronic psychiatric inmates.
25. The total expenses for jail medical care are as follows: 2015 - \$2,271,138.97; 2016 - \$2,475,957.82; 2017 \$2,663,000.00 (estimated); 2018 budgeted \$2,831,000.00.
26. The County will file a second addendum by March 21, 2018 setting forth actual offsite medical care costs and pharmacy costs for previous years to the extent the County has such numbers.
27. Total number of inmates for bidding/pricing purposes is as set forth on Page 10 and Section 4.12.
28. Psychiatrist hours required under staffing matrix must be provided by a Psychiatrist.
29. The County does not employ any member of the medical staff. All employees are employed by the current provider. If the successful bidder retains employees employed

by the current employer, such individuals must retain the salary and benefits currently paid. It is understood that this may result in a price deviation from the proposal.

30. There are no consent decrees, lawsuits or pending litigation that affects the new contract.
31. Internet access is available in the jail.
32. The Provider will not be permitted to rely on tele-services and must provide in person care.
33. The County is responsible for maintenance and repair of its own equipment.
34. Pharmacy pricing should be based on a 30 day supply.
35. The facility has one dental room with film based x-ray equipment.
36. The current dialysis provider is Capital District Dialysis Center, 650 McClellan Street, Schenectady, New York.
37. Proposal Section II is amended to remove last sentence of the paragraph.
38. The Proposal must be emailed by or before 11:59 p.m. on March 27, 2018.
39. The intake medical screening must be conducted within 2 hours as provided at Page 2 at Paragraph 2.1.
40. In the event of a delay in obtaining Guardian Consent of a juvenile, the question may be asked of the juvenile within 2 hours and examined within 2 hours of consent.
41. If an individual brought into booking is experiencing a medical condition for which the inmate requires immediate hospitalization, the provider shall seek the necessary medical care and it will be compensated as included in the RFP.
42. Pursuant to Page 2, Paragraph 2.1, an intake screening must be conducted within 2 hours of arrival at the facility. If that screening determines an inmate is taking prescribed medications, the screener shall notify the Licenses Practitioner as required by that Paragraph.
43. It is the intent of Section 2.2 that any inmate requiring methadone will be so treated.
44. Physicians must sign off on Nurse Practioner charts.
45. The HCA may review referrals under Section 2.6 and 2.7 if that person is a Registered Nurse.

46. All costs related to ambulance service will be passed on to the County pursuant to Section 6.
47. Director of Nursing and HAS may be inter-changeable.
48. There is currently no off-site facility for housing mother and children under Section 2.11 because the situation has not presented itself yet. However, the Vendor will be responsible for making such accommodations if necessary.
49. There are catastrophic limits as the County will be paying for all costs.
50. See attached Statistical Reports.
51. There is currently no electronic medical record system at the facility.
52. The current jail management software is Black Creek.
53. Alternative allocation of nursing hours are appropriate so long as the totals satisfy the staffing matrix and the response also including pricing in accordance with the staffing matrix.
54. The per-diem adjustment related to jail population is as set forth in Section 6.1.
55. Generic substitution for Lanoxin and Dilantin are not permitted.
56. Health Assessments must be completed within five (5) days notwithstanding NCCHC standard of fourteen (14) days.
57. Two members of medical staff have been employed for 13 years; two for 8 years and the remainder approximately 5 years.

Ali Staff (Roll-Up)

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/ Wk	FTE
DAY SHIFT									
Health Services Administrator (RN)	8	8	8	8	8			40.0	1.0
Medical Director	[12 hours per week]							12.0	0.3
Physician Asst/Nurse Pract (PA/NP)	8	8	4	8	8			36.0	0.9
Charge RN	8	8	8	8	8			40.0	1.0
RN	16	16	16	16	16	8	8	96.0	2.4
LPN	14	14	14	14	14	14	14	98.0	2.5
Pharmacy Coordinator (LPN)	[20 hours per week]							20.0	0.5
Dentist	[8 hours per week]							8.0	0.2
Dental Assistant	[8 hours per week]							8.0	0.2
Psychiatrist	[12 hours per week]							12.0	0.2
Mental Health Counselor (MSW)	8	12	12	12	8	8	8	68.0	1.7
Medical Records Clerk/ Administrative Assistant	8	8	8	8	8			40.0	1.0
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
LPN	14	14	14	14	14	14	14	98.0	2.5
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
TOTAL HOURS/FTE per week								688.0	17.2

**AMENDMENT TO
HEALTH SERVICES AGREEMENT**

Reference a Certain Health Services Agreement No. 16-367 made and effective on January 1, 2016, and previously amended on June 7, 2017, (the "Agreement"), by and between the **COUNTY OF SCHENECTADY, NEW YORK**, a municipal corporation of the State of New York, having its principal office located at 620 State Street, Schenectady, New York 12305, hereinafter called "County" and **CORRECTIONAL MEDICAL CARE, INC. (CMC, INC.)**, a Pennsylvania business corporation, having its principal office located 980 Harvest Drive, Suite 202, Blue Bell, Pennsylvania 19422("CMC"), **CBH MEDICAL, P.C.** ("the Medical P.C.") and **SM DENTAL, P.C.** ("the Dental P.C.") and together with the Medical P.C. ("the P.C.s"),

WHEREAS, the parties previously amended the Agreement, effective June 7, 2017, a copy of said Amendment is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the parties desire to further amend the Agreement to extend its term; and

WHEREAS, the parties hereto have found said Agreement and Amendment to be to their mutual benefit and desire to amend and extend the terms of said Agreement as herein provided:

NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein, the parties hereto mutually agree as follows:

1. Article IV: TERM AND TERMINATION, paragraph 4.1 of the Agreement, and Paragraph 2 of the Amendment of June 7, 2017, respectively, are hereby amended in their first sentence to read, "This Agreement shall commence on January 1, 2017 at 12:00 a.m. (EDT) and terminate on December 31, 2017 at 11:59 p.m. (EDT)."

In all other terms and respects, the parties hereto hereby verify and confirm the terms and conditions of the Agreement as previously amended.

IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the aforesaid day.

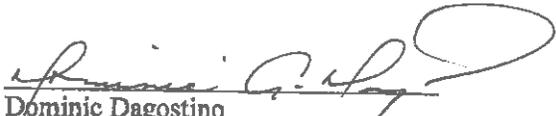
APPROVED as to form and content
this 19 day of ~~August~~ ^{December} 2017


Christopher H. Gardner
County Attorney

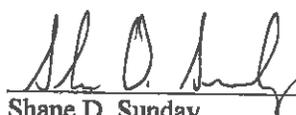
COUNTY OF SCHENECTADY, NEW YORK

By 
Kathleen Rooney
County Manager TD

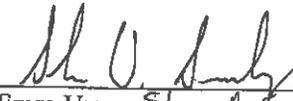
SCHENECTADY COUNTY SHERIFF


Dominic Dagostino
Sheriff

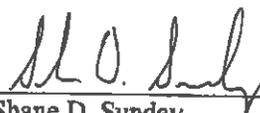
CBH MEDICAL P.C.


Shane D. Sunday
Authorized Agent

CORRECTIONAL MEDICAL CARE, INC.


~~Emre Umar~~ ~~President~~ Shane D. Sunday
Vice President

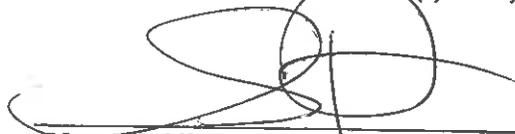
SM DENTAL P.C.


Shane D. Sunday
Authorized Agent

**STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:**

On the 27 day of ~~August~~ ^{DECEMBER}, 2017, before me, the undersigned, personally appeared KATHLEEN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHANNON T. PERRONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6287451
Qualified In Schenectady County
My Commission Expires 08-12-2021



Notary Public-State of New York

**STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:**

On the ____ day of August, 2017, before me, the undersigned, personally appeared Dominic Dagostino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

STATE OF PENNSYLVANIA
COUNTY OF *MONTGOMERY* ss.:

On the 6th day of ~~August~~ *DECEMBER*, 2017, before me, the undersigned, personally appeared ~~Enre Umar~~ *SHANE SUNDAY*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHRYN D. SCHRADER, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires January 28, 2019

Kathryn D. Schrader
Notary Public-State of Pennsylvania

STATE OF PENNSYLVANIA
COUNTY OF *MONTGOMERY* ss.:

On the 6th day of ~~August~~ *DECEMBER*, 2017, before me, the undersigned, personally appeared Shane D. Sunday, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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NOTARIAL SEAL
KATHRYN D. SCHRADER, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires January 28, 2019

Kathryn D. Schrader
Notary Public-State of Pennsylvania

STATE OF PENNSYLVANIA
COUNTY OF *MONTGOMERY* ss.:

On the 6th day of ~~August~~ *DECEMBER*, 2017, before me, the undersigned, personally appeared Shane D. Sunday, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHRYN D. SCHRADER, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires January 28, 2019

Kathryn D. Schrader
Notary Public-State of Pennsylvania

EXHIBIT A

17-504
A3151.4153151

AMENDMENT TO HEALTH SERVICES AGREEMENT

Reference is made to a Certain Health Services Agreement No. 16-367 made and effective on January 1, 2016 (the "Agreement"), by and between the **COUNTY OF SCHENECTADY, NEW YORK**, a municipal corporation of the State of New York, having its principal office located at 620 State Street, Schenectady, New York 12305, hereinafter called "County" and **CORRECTIONAL MEDICAL CARE, INC. (CMC, INC.)**, a Pennsylvania business corporation, having its principal office located 980 Harvest Drive, Suite 202, Blue Bell, Pennsylvania 19422 ("CMC"), **CBH MEDICAL, P.C.** ("the Medical P.C.") and **SM DENTAL, P.C.** ("the Dental P.C.") and together with the Medical P.C. ("the P.C.s"),

WHEREAS, the parties desire to amend the Agreement to extend its term and make certain changes in the Base Compensation payments, as herein provided; and

WHEREAS, the parties hereto have found said Agreement and Amendment to be to their mutual benefit and desire to amend and extend the terms of said Agreement as herein provided:

NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein, the parties hereto mutually agree as follows:

1. Article I: PROFESSIONAL SERVICES, paragraph 1.14 thereof, is hereby amended such that the Schedule denoted as Schedule A attached to this Amendment shall replace the Schedule A attached to the Original Agreement and the Schedule A attached to the Original Agreement shall have no force and effect after December 31, 2016 at 11:59 p.m. (EDT).

2. Article IV: TERM AND TERMINATION, paragraph 4.1 thereof, is hereby amended in its first sentence to read, "This Agreement shall commence on January 1, 2017 at 12:00 a.m. (EDT) and terminate on August 31, 2017 at 11:59 p.m. (EDT)."

3. Article V: COMPENSATION, paragraph 5.1 thereof, is hereby amended such that the Schedule denoted as Schedule B attached to this Amendment shall replace the Schedule B attached to the Original Agreement and the Schedule B attached to the Original Agreement shall have no force and effect after December 31, 2016 at 11:59 p.m. (EDT).

In all other terms and respects, the parties hereto hereby verify and confirm the terms and conditions of the Agreement and Amendment.

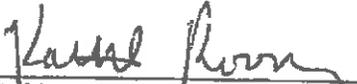
IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the aforesaid day.

APPROVED as to form and content
this 2nd day of Jan 2017.



Christopher H. Gardner
County Attorney

COUNTY OF SCHENECTADY, NEW YORK

By 

Kathleen Rooney
County Manager

SCHENECTADY COUNTY SHERIFF



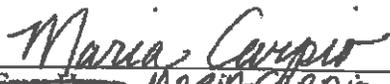
Dominic Dagostino
Sheriff

CBH MEDICAL P.C.



Shane D. Sunday
Authorized Agent

CORRECTIONAL MEDICAL CARE, INC.



~~Emre Umar~~ MARIA CARPIO
~~President~~ CEO

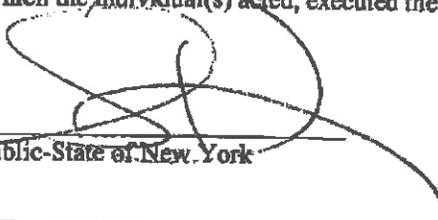
SM DENTAL P.C.



Shane D. Sunday
Authorized Agent

STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:

On the 6th day of ~~June~~ ^{July} 2017, before me, the undersigned, personally appeared KATHLEEN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

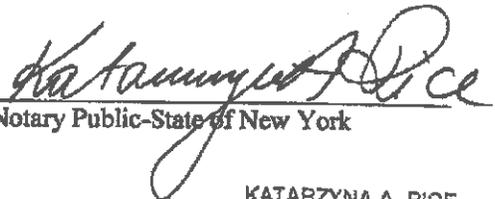


Notary Public-State of New York

SHANNON T. PERRONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PEB287431
Qualified in Schenectady County
Commission Expires August 12, 2017

STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:

On the 9th day of June, 2017, before me, the undersigned, personally appeared Dominic Dagostino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public-State of New York

KATARZYNA A. RICE
Notary Public, State of New York
Qualified in Schenectady County
Reg. No. 0: RI6148418
My Commission Expires 06/26/18

STATE OF PENNSYLVANIA
COUNTY OF *MONTGOMERY*

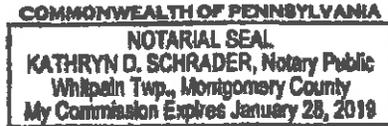
ss.:

On the 7th day of June, 2017, before me, the undersigned, personally appeared *MARIA CARPIO* ~~Emre Umar~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathryn D. Schrader
Notary Public-State of Pennsylvania

STATE OF PENNSYLVANIA
COUNTY OF *MONTGOMERY*

ss.:

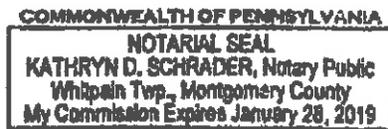


On the 7th day of June, 2017, before me, the undersigned, personally appeared Shane D. Sunday, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathryn D. Schrader
Notary Public-State of Pennsylvania

STATE OF PENNSYLVANIA
COUNTY OF *MONTGOMERY*

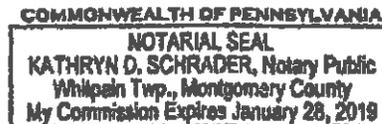
ss.:



On the 7th day of June, 2017, before me, the undersigned, personally appeared Shane D. Sunday, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathryn D. Schrader
Notary Public-State of Pennsylvania

4



SCHEDULE A STAFFING MATRICES

CBH Medical P.C.

Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	HR/Wk	FTE
DAY SHIFT									
Health Services Administrator (RN)	8	8	8	8	8			40.0	1.0
Medical Director	(12 hours per week)							12.0	0.3
Physician Asst/Nurse Pract (PAMP)	8	8	4	8	8			36.0	0.9
Charge RN	8	8	8	8	8			40.0	1.0
RN	16	16	16	16	16	8	8	96.0	2.4
LPN	16	16	16	16	16	16	16	112.0	2.8
Pharmacy Coordinator (LPN)	(20 hours per week)							20.0	0.5
Psychiatrist	(8 hours per week)							8.0	0.2
Mental Health Counselor (MSW)	12	12	12	8	8	8	8	68.0	1.7
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
LPN	12	12	12	12	12	12	12	84.0	2.1
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
TOTAL HOURS/FTE per week								628.0	16.7

SEI Dental P.C.

Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	HR/Wk	FTE
DAY SHIFT									
Dentist	(8 hours per week)							8.0	0.2
Dental Assistant	(8 hours per week)							8.0	0.2
TOTAL HOURS/FTE per week								16.0	0.4

CBC (Administrative Services)

Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	HR/Wk	FTE
DAY SHIFT									
Medical Records Clerk	8	8	8	8	8			40.0	1.0
Administrative Assistant	8	8	8	8	8			40.0	1.0
TOTAL HOURS/FTE per week								80.0	2.0

SCHEDULE B COMPENSATION

2017	CBH	SM	CMC	TOTAL
Medical Salaries	1,330,383.69	51,277.89	91,469.75	1,473,131.33
Medical Services	276,723.38	4,233.42	109,067.49	390,024.29
Psych Services	233,415.27	-	-	233,415.27
Add'l MSW Services	51,287.19	-	-	51,287.19
Off-site Services	200,000.00	-	-	200,000.00
Pharm Services	300,000.00	-	-	300,000.00
TOTAL	2,391,809.53	55,511.31	200,537.24	2,647,858.08

The COUNTY shall pay CMC a total sum of **SIXTEEN THOUSAND SEVEN HUNDRED ELEVEN AND 44/100 (\$16,711.44) DOLLARS** monthly upon submittal of a completed County voucher with required documentation.

The COUNTY shall pay CBH a total sum of **ONE HUNDRED NINETY NINE THOUSAND THREE HUNDRED SEVENTEEN AND 46/100 (\$199,317.46) DOLLARS** monthly upon submittal of a completed County voucher with required documentation.

The COUNTY shall pay SM a total sum of **FOUR THOUSAND SIX HUNDRED TWENTY FIVE AND 94/100 (\$4,625.94) DOLLARS** monthly upon submittal of a completed County voucher with required documentation.

NOTE: Per Contract agreement, should the medical salary pool be exhausted for any contract year, Schenectady County will pay up to an additional \$35,000.00 into the pool based upon documentation of wages paid beyond the budgeted amount. CMC or the P.C. will pay any amount beyond that additional pool coverage.

In accordance with Section 5.2 hereof, and consistent with the terms of the Management Agreement:

1. On or before the fifteenth (15th) day of the month after the month in which Professional Services are rendered, CMC shall submit an invoice to the County on behalf of the Medical P.C. and Dental P.C. for such Professional Services, setting forth the hours for each position provided during the previous month. To the extent that CMC and the P.C.s do not in any particular week provide the hours required by the Staffing Matrix (Schedule A) for any position, CMC shall deduct from the applicable invoice covering that week the cost of those services; To the extent that the hours were not provided for a physician, nurse, nurse practitioner, physician assistant, psychiatrist or dentist, the Medical P.C. or Dental P.C., as applicable, shall also credit the County a penalty of \$500 for that week. In calculating the hours provided, hours worked:

- a. By a physician above any contractually-required amounts may be counted towards hours that are required for a physician's assistant or nurse practitioner;
- b. By a nurse practitioner above any contractually-required amounts may be counted towards hours that are required for a nurse;
- c. By a registered nurse above any contractually-required amounts may be counted towards hours that are required of a licensed practical nurse;
- d. By a licensed psychiatrist above any contractually-required amounts may be counted towards hours that are required of a psychiatric nurse;
- e. By a registered nurse or a licensed practical nurse above any contractually required amounts may be counted towards hours that are required of a dental assistant; and
- f. By a registered nurse or a licensed practical nurse above any contractually-required amounts may be counted towards hours that are required of an administrative assistant.

2. Any changes to the services to be provided as set forth in this Agreement shall be set forth in writing, signed by both Parties.

3. The County shall pay into each of the P.C.'s Payroll/Operating Accounts (as defined in the Management Agreement) the amount of the invoice allocated for Professional Services rendered by each P.C. on or before the first day of the month after the invoice is received by the County.

4. In the event that this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to the P.C.s and CMC will be pro-rated accordingly for the shortened month.

5. Any and all changes are subject to negotiation and mutual agreement of the parties. Significant changes may require Schenectady County Legislative approval.

ENTERED MAY 1 2016
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HEALTH SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), by and among the COUNTY OF SCHENECTADY, a municipal corporation with principal offices at 620 State Street, Schenectady, New York 12305, hereinafter (the "COUNTY"), CORRECTIONAL MEDICAL CARE, INC., a Pennsylvania business corporation having its principal office located at 980 Harvest Drive, Suite 202, Blue Bell, Pennsylvania 19422 ("CMC"), CBH MEDICAL, P.C. (the "Medical P.C.") and SM DENTAL, P.C. (the "Dental P.C.") and together with the Medical P.C., the "P.C.s"), is hereby entered into and is effective as of January 1, 2016.

WITNESSETH:

WHEREAS, the COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical and dental care for inmates under the care and custody of the Schenectady County Sheriff (the "Sheriff") at the Schenectady County Correctional Facility (the "Facility"); and

WHEREAS, the COUNTY desires to ensure the provision of comprehensive quality patient care services with respect to the delivery of health care is required; and

WHEREAS, the services of an organization willing and able to provide for administrative and management services with respect to the delivery of health care is required; and

WHEREAS, CMC is capable of providing such administrative and management services, having been selected by means of a public procurement process, the Request for Proposal dated November 1, 2007 entitled "Health Care Services for the Schenectady County Correctional Facility ("SCCF") (the "RFP"); and

WHEREAS, professional service corporations shall be solely responsible for all clinical services contemplated by this Agreement and all shareholders, directors, professional employees and contractors of such professional service corporations shall be duly licensed and authorized to provide such clinical services in the State of New York; and

WHEREAS, the Medical P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all physician-shareholders, employees, and contractors are duly licensed to practice medicine in the State of New York; and

WHEREAS, the Dental P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all dentist shareholders, employees and contractors are duly licensed to practice dentistry in the State of New York; and

WHEREAS, the Medical P.C. and the Dental P.C. are willing and able to provide the medical and dental services, respectively, contemplated under this Agreement, the licensed professionals associated therewith having been selected as part of the RFP process.

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

ARTICLE I

PROFESSIONAL SERVICES

1.1. Inmates Covered. The County hereby contracts with (i) the Medical P.C. to provide necessary medical care, and (ii) the Dental P.C. to provide necessary dental care (collectively, the "Professional Services"), to all individuals legally committed to the custody and control of the Sheriff and who are in the actual physical custody of the Sheriff either within or outside the Facility. The scope of the Professional Services are set forth in Section 1.2 below.

(a) Inmates from Other Jurisdictions. Necessary Professional Services rendered within the Facility to inmates from other jurisdictions housed in the Facility pursuant to the contracts between the County and such other jurisdictions will also be the responsibility of the P.C.s and such inmates will be included in the daily population count. The P.C.s will arrange for necessary medical care for such inmates that cannot be rendered within the Facilities, but the P.C.s shall have no financial responsibility for such services rendered outside the Facility. The jurisdiction which placed the inmate at the Schenectady County Facility will be responsible for the cost of outside care and for making such financial arrangements to guarantee payment and assure medical treatment, as it deems appropriate for the inmate's care.

(b) Responsibility for Work Program Inmates. The parties agree that County inmates assigned to Work Programs supervised by the Sheriff, which inmates are not committed to this Agreement other than a preliminary screening to be performed by the P.C.s at such time as the participant reports for assignment, which screening will be to determine whether the participant is physically able to perform the activity required to complete the assignment.

1.2. Scope of Professional Services.

(a) The Medical P.C. and Dental P.C. shall, through their employed and contracted licensed professionals (the "Providers"), provide the Professional Services to the inmates of the Facility described below. The P.C.s shall specifically and without limitation provide on a regular basis, all professional medical, dental, off-site inpatient hospitalization and related healthcare, mental health and dental care for the inmates. This will include, as applicable, a comprehensive physical and mental health evaluation of each inmate following entry and/or booking into the Facility, regularly scheduled sick call, twenty-four (24) hour nursing care, regular physician and dentist visits to the Facility, hospitalization, medical specialty services when medically necessary, and other professional services, all as more specifically described herein.

(b). All Professional Services rendered by the P.C.s hereunder shall meet constitutional and community standards of health care, Title VIII of the New York State Education Law ("Title VIII"), the New York State Commission of Correction Jail Standards, and meet all standards set forth in any memoranda issued by the Chairman of the New York State Commission of Correction, regarding the provision of health services in jail facilities and meet the most currently published Standards of the National Commission on Correctional Health Care for Jails ("NCCHC"). After commencement of this Agreement, if applicable, in the event the NCCHC modifies the standards in such a way that compliance with them increases the P.C.s costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover the P.C.'s increased costs.

1.3 Ancillary Services. In addition to providing the general Professional Services described above, the Medical P.C., shall provide to inmates at the Facility special medical services including, but not limited to, radiology services and laboratory services to the extent reasonably necessary in the opinions of the Medical P.C.'s health care professionals. Where non-emergency ancillary care is required and cannot be rendered at the Facility, the Medical P.C. shall make arrangements with the Sheriff for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. The P.C.s shall provide, up to the limits defined in Sections 5.4 and 5.5 of this Agreement, as medically necessary, emergency care to inmates through arrangements to be determined by P.C.s with local hospitals. The P.C.s shall, at their own cost, arrange for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

1.5 Hospitalization Services. The P.C.s shall, up to the limits defined in Sections 5.4 and 5.5 of this Agreement, arrange for the admission of any inmate who, in the opinion of a Provider or the Medical Director, requires hospitalization.

1.6 Injuries Incurred Prior to Incarceration.

(a) The P.C.s will be responsible for the costs associated with the treatment of inmates who are in the physical custody of the Sheriff and who have been formally booked into the Facility. The P.C.s shall not be responsible for the costs associated with the treatment of inmates who have been committed to the Facility but who are in the physical custody of any person or agency other than the Sheriff. Whenever possible, inmates who are ill or injured while in the physical custody of the Sheriff but not in the Facility shall be brought to the Facility for evaluation by Providers before they are taken to another medical provider. The parties expressly agree that Sheriff's personnel are not expected to diagnose any inmate's condition and that those personnel may take an ill or injured inmate to the nearest emergency medical provider when they reasonably believe a delay will result in further injury to or the death of an inmate.

(b) The P.C.s shall not be responsible for costs associated with Professional Services provided to any inmate during any unauthorized absence from the Facility or for any inmate not formally committed to and/or not in the physical custody of the Sheriff.

1.7 Elective Medical Care. The P.C.s will not be responsible for providing elective medical care to inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of a Provider or the P.C.'s Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Decisions concerning elective medical care shall be consistent with the applicable and most currently published NCCHC Standards. Any referral of inmates for elective medical care must be approved by the Sheriff or his designee prior to the provision of such services.

1.8 Pregnancy, Childbirth and Newborn Well Baby Care.

(a) The Medical P.C. is responsible for delivery costs for the inmate.

(b) The Medical P.C. is responsible for well-baby care for up to one (1) year from the date of delivery, should a female that delivers decides she wants to keep her infant with her. Health care of the infants in this program is the responsibility of the Medical P.C. Health care charges that are reimbursable through Medicaid will be the responsibility of the Medical P.C., with will complete the necessary forms for Medicaid reimbursement, with any and all benefit payments forwarded to the Schenectady County Sheriff's Office. Transportation to physician appointments and supplies (formula, diapers, etc.) will be the responsibility of the County. Should there be a circumstance where an infant is kept at the jail, the Medical P.C. will be responsible for arranging and payment of on-call pediatrician services during this period.

(c) All offsite infant care costs incurred by the Medical P.C. will be included in the aggregate cap for care under Section 1.11, 5.4 and 5.5.

1.9 Inmate and Staff Education. The P.C.s shall conduct an ongoing health education program for inmates. If the Sheriff so desires and with the approval of the County Director of Personnel, the P.C.s shall conduct the same program for correctional officers at the Facilities.

1.10. Transportation Services

(a) To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services the P.C.s shall pay, the Sheriff or his designee will, upon proper request by the P.C.s, their agents, employees or contractors, provide routine transportation, provided that such transportation is scheduled in advance. Each P.C. shall arrange for, at its own cost and when medically necessary (as determined by a Provider or the Medical Director), all emergency ambulance transportation of inmates in accordance with the Section 1.4 of this Agreement.

(b) However, all related security requirements, including necessary security staff, will be provided by the Sheriff, regardless of whether routine or emergency transportation is used, as stipulated in Section 3.3(c) of this Agreement.

1.11 Limitations on Fees Incurred for Care Rendered Outside of the Facility. The P.C.s will be responsible for all medical and dental expenses up to the limited amounts designated in paragraphs 5.4 and 5.5 and Schedule B below for the necessary services (including, but not limited to, hospitalizations, treatments, ambulance services, therapies, and diagnostic services) provided outside of the County's Facilities. No services, medications, or procedures rendered inside the Facilities will be included in this limit for Professional Services rendered outside of the Facilities. The County will pay the costs of outside services to the P.C.s that exceeds the designated limits. Charges shall be based upon the negotiated discounted rates paid by the P.C.s to the outside provider.

1.12 Changes in Scope of Agreement. Notwithstanding anything herein to the contrary, if:

(a) any applicable law, statute, rule, regulation, standard (including those applicable to the cost of outside medical care), collective bargaining agreement (new or existing), court order or decree, judgment of a labor board, or any policy, practice, or procedure of any applicable governmental unit, agency, or office (including, but not limited to the federal, state, or local courts, legislative bodies, and agencies, including the County or its respective officers or agents, as well as current state or County funded programs) is adopted, implemented, amended or changed, or if

(b) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition; or if

(c) any of the cost or historical information upon which CMC based its Proposal for Comprehensive Medical and Mental Health Services for the Inmates of the Office of the Sheriff, County of Schenectady, County Correctional Facility, dated January 27, 2014 (the "Proposal"), including but not limited to the information provided by the County in the RFP and answers to questions, proves to be inaccurate or incomplete in any respect,

(d) And if any such change in scope as described in (a), (b), or (c) materially affects the costs or obligations of either of the parties or impacts the scope of services or staffing to be provided hereunder, the parties agree to meet to negotiate compensation or service requirement changes in good faith within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either party may terminate this Agreement upon one hundred twenty (120) days prior written notice.

1.13. Medical Records. The P.C.s shall maintain or cause to be maintained complete and accurate patient records for each inmate who has received Professional Services in accordance with applicable laws, regulations and/or accreditation standards, including NCCHC, ACA, the Health Insurance Portability and Accountability Act (HIPAA), and State of New York Statutes and Regulations ("Medical Records"). The Medical Records are the property of the County but shall be kept separate from the inmate's confinement records. A complete legible copy of the applicable Medical Record will be available, at all times, to the Sheriff and shall be available to accompany each inmate who is transferred from the Facility to another location for off-site services. No information contained in the Medical Records will be released by the P.C.s except as authorized by the County, provided by a court order, as needed to defend litigation against the P.C.s and/or CMC, or otherwise in accordance with applicable law. The P.C.s will provide all forms, jackets, and other materials necessary to maintain the Medical Records in a format acceptable to the Sheriff. Upon the termination of this Agreement, all Medical Records shall be delivered to and remain with the Sheriff. However, the County and the Sheriff will provide the P.C.s and CMC with reasonable ongoing access to all Medical Records even after the termination of this Agreement for the purpose of defending litigation.

1.14. Staffing. The P.C.s shall make available all Providers, including physicians and dentists, and, as applicable, nurses and other qualified professionals necessary for the rendering of Professional Services to inmates at the Facilities according to the weekly staffing matrix detailed in Schedule A of this Agreement. Schedule A reflects the agreed upon staffing pattern necessary for the P.C.s to provide the Professional Services required at the Facility for an average inmate population of up to 350 inmates. In all cases, the Medical P.C. or Dental P.C., as applicable, shall be responsible for maintaining adequate staffing levels to render medically necessary care.

(a) Qualifications. All Providers made available by the P.C.s to render Professional Services hereunder shall be licensed, certified, registered and/or otherwise authorized to practice, as appropriate, in their respective areas of expertise, pursuant to the rules, regulations, and requirements of New York State.

(b) Sheriff Satisfaction with Providers. If the Sheriff becomes dissatisfied with any Providers provided by the P.C.s hereunder for reasons other than those relating to their professional judgment, the Medical P.C. or Dental P.C., as applicable, shall, in recognition of the sensitive nature of correctional services, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, the Medical P.C. or Dental P.C., as applicable, shall remove the Provider. Prior to removal, the Medical P.C. or Dental P.C., will be allowed reasonable time to find an acceptable replacement. Nothing in this Section shall relieve the P.C.s of their obligation, at all times, to meet the staffing requirements of this Section.

(c) Subcontracting and Delegation. In order to discharge their obligations hereunder, the P.C.s will engage certain Providers as employees and, in addition, may engage certain Providers, upon prior written approval of each such professional from the County, which approval will not be unreasonably withheld, as independent contractors rather than as employees. Subject to the approval described above, the County consents to such engagement.

1.15. Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by the P.C.s, CMC or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, inmates may be used in positions not involving the rendering of health care services directly to inmates.

1.16 Discrimination. During the performance of this Agreement, the P.C.s and their employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by the P.C.s; and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. The P.C.s shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and CMC shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290-301.

ARTICLE II MANAGEMENT SERVICES

2.1. Scope of Services.

(a) Pursuant to a Management Services Agreement to be entered into by and between CMC and each of the P.C.s concurrently with this Agreement (the "Management Agreement"), CMC shall provide, or arrange for the provision of, the management and administrative services necessary or appropriate for the proper operation of the P.C.s in a criminal justice setting requiring 24-operations, as described below ("Management Services"). CMC shall be the exclusive provider to the P.C.s of the Management Services. The P.C.s shall not obtain any Management Services from any other source other than CMC, except with the prior written consent of CMC and the County. CMC shall be permitted to perform its Management Services in whatever manner it deems necessary, in accordance with applicable law, to meet the day-to-day requirements of the P.C.s, including, without limitation, performance of business office functions by persons other than employees of CMC.

(b) Nothing in this Agreement shall require, or be construed or deemed to require, CMC to (i) engage in the practice of medicine, dentistry or any other profession

practiced by P.C.s or the Providers, (ii) assume any responsibility for the care of patients, or (iii) have any control over the clinical decision-making or training of Providers. CMC will not exercise control over the manner or means by which the Providers perform their professional duties and responsibilities.

2.2 Management Services. The Management Services to be provided by CMC to the P.C.s are subject to the approval of the P.C.s and shall include, but not be limited to, the following:

- (a) staffing of non-licensed personnel, as described in more detail in Section 2.3 below, required to enable the P.C.s to comply with their obligations set forth in this Agreement;
- (b) secretarial and clerical functions, including coordination of patient visits and scheduling of patient visits;
- (c) business planning;
- (d) financial management, including causing annual financial statements and tax returns to be prepared for the P.C.s, providing to the P.C.s the data necessary for the P.C.s to file their tax returns and make any other necessary governmental filings, and submitting the P.C.s' tax returns to the P.C.s for signature;
- (e) bookkeeping, accounting, and data processing services;
- (f) materials management, including purchase and stocking of office equipment and supplies and maintenance of facilities;
- (g) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.s;
- (h) in consultation with the P.C.s, providing administrative advice and assistance with respect to human resources management;
- (i) billing and collection of accounts receivable, and accounts payable processing;
- (j) administrative support for any utilization and quality management activities performed by the P.C.s;
- (k) obtaining for the P.C.s agreed upon insurance coverages, including but not limited to professional liability insurance described in Section 2.4;
- (l) paying for necessary legal services except with respect to any legal dispute between CMC and each P.C.;
- (m) recommending new Providers for employment by the P.C.s, subject to the final approval of the P.C.s;

(n) recommend Provider-candidates for shareholder status with the P.C.s, subject to the final approval of the P.C.s;

(o) performing credentialing support services such as application processing and information verification;

(p) negotiating contracts on behalf of the P.C.s, subject to each P.C.'s prior written approval; and

(q) establishing procedures, subject to the P.C.'s approval and ultimate responsibility, to ensure that proper and complete medical records are maintained for Professional Services rendered pursuant to this Agreement.

2.3 Personnel. Subject to the approval of the P.C.s, CMC shall employ, contract with or otherwise make available to the Facility all non-licensed administrative personnel ("Personnel") necessary for the P.C.s to render Professional Services to inmates in accordance with the weekly staffing matrix detailed in Schedule A of this Agreement. Schedule A reflects the agreed upon staffing pattern necessary for CMC to provide the Management Services and other services described in this Article II required by the Facilities for an average inmate population of up to 350 inmates.

(a) Sheriff's Satisfaction with Personnel. If the Sheriff becomes dissatisfied with any Personnel provided by CMC hereunder, or by any independent contractor, subcontractor or assignee of CMC, CMC, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefor, and in consultation with the P.C.s, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, CMC shall, subject to the approval of the P.C.s, remove any such Personnel. Prior to removal, CMC will be allowed reasonable time to find an acceptable replacement. Nothing in this Section shall relieve CMC of its obligation to at all times meet the staffing requirements of this Section.

(b) Discrimination. During the performance of this Agreement, CMC and its employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by CMC; and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. CMC shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and CMC shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290-301.

2.4 Additional Services. In addition to the Management Services described above, and subject to the approval of the P.C.s, CMC shall be responsible for the following services:

(a) Inmate and Staff Education. CMC shall assist the P.C.s in organizing ongoing health education program for inmates. If the Sheriff so desires and with the approval of the County Director of Personnel, CMC shall assist the P.C.s in arranging for the same program for correctional officers at the Facilities.

(b) Professional Liability /Malpractice Insurance. For each Provider providing Professional Services at the Facilities, whether as an employee or contractor of the Medical P.C. or Dental P.C., including all physicians, dentists, nurses, and other licensed performing duties under this Agreement, CMC shall provide the County or its designee proof that, for each such Provider, there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount or amounts of one million dollars (\$1,000,000.00) coverage per occurrence and three million dollars (\$3,000,000.00) aggregate. Coverage may be in the form of a single policy or umbrella coverage. The professional liability and malpractice insurance policy shall be issued on a "claims made" basis, and include an extended reporting endorsement to the policy when the policy is discontinued, for a period of no less than that established by New York State Law on limitations of actions in Federal or State Court. Such policies shall list the County and the Sheriff as an additional insured. CMC shall promptly notify the Sheriff, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, the County shall be entitled to immediately terminate this Agreement effective thirty (30) days after receipt of notice of any change or cancellation of coverage without liability in the event that any such insurance coverage is either changed or canceled or is insufficient in the sole opinion of the Sheriff.

(c) Records. If, in order to carry out its obligations under this Agreement, CMC requires access to the Medical Records maintained by the P.C.s, CMC shall maintain the confidentiality of such records and shall comply with the terms set forth in Section 1.11 hereof. CMC will make available to the County or its designee, at the County's or its designee's request, all Medical Records and other papers relating to the P.C.s' delivery of Professional Services to inmates hereunder. The County understands that, while the medical records are the property of the County, the systems, methods, procedures, written materials and other controls employed by CMC in the performance of its obligations hereunder are proprietary in nature and will remain the property of CMC and may not, at any time, be disseminated, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of Professional Services hereunder or as required by counsel in any lawsuit or as permitted or required by law, except in the performance of his duties and obligations under law, rule or regulations, or unless such disclosure is approved in advance in writing by CMC.

(d) Reports. CMC shall provide to the County or its designee, on a date and in a form mutually acceptable to CMC and the Sheriff, monthly and annual reports containing an analysis of the Professional Services rendered by the Providers hereunder.

2.5 Qualifications. CMC shall maintain NCCHC accreditation for the Facility and will obtain reaccreditation when due (providing the accrediting agency will schedule their field survey within a reasonable time of CMC's request and further providing the Schenectady County Sheriff's Office fully cooperates with CMC in preparing for the field survey and in training correctional staff as required). Notwithstanding any other provisions of this Agreement, CMC shall be responsible for paying all fees and charges billed by the accrediting agency. In the event the NCCHC modifies the standards in such a way that compliance with them increases CMC's costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover CMC's increased costs.

2.6 Insurance Coverage.

(a) CMC shall be required to have and to maintain throughout the term of this Agreement period the following insurance coverage:

(i) Statutory New York State Workers' Compensation, including employer's liability coverage;

(ii) General Liability Insurance with liability limits of \$1 million per person and \$3 million per occurrence. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage.

(b) CMC shall notify the County in writing of any reduction in policy amounts or cancellation of insurance coverage as soon as practicable, but no later than thirty (30) days from the date CMC receives notice of any such reduction or cancellation.

(c) The above outlined insurance requirements are the minimum amounts required during the term of this Agreement.

(d) All policies, including the Providers' professional liability coverage, shall be obtained from companies acceptable to the County.

(e) The Sheriff and County shall be named as additional insured on all policies obtained by the P.C.s and CMC.

ARTICLE III

OBLIGATIONS OF THE SHERIFF

3.1. Inmate Information. Subject to applicable New York State Law, in order to assist the P.C.s in providing the best possible services to inmates, the Sheriff or his designee will provide the P.C.s with information pertaining to inmates that P.C.s and the Sheriff mutually identify as reasonable and necessary for the P.C.s to adequately perform their obligations hereunder.

3.2. Sheriff's Records Available to the P.C.s and CMC with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Sheriff or his designee will provide the P.C.s and/or CMC the Sheriff's records relating to the provision of health care services to inmates as may be requested by the P.C.s or CMC if pertinent to the investigation or defense of any claim related to their conduct. Consistent with applicable law, the Sheriff or his designee will make available such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent the Sheriff has any claim to those records) as the P.C.s or CMC may reasonably request. Any such information released by the Sheriff or his designee to the P.C.s or CMC that the Sheriff or his designee considers confidential will not, except as may be required by law, be distributed by the P.C.s or CMC to any third party without the prior written approval by the Sheriff or his designee. Notwithstanding any provision of this Agreement to the contrary and pursuant to Section 50(a) of the New York State Civil Rights Law, the Sheriff's internal affairs investigative records shall not be required to be released to the P.C.s, CMC or any other person or entity.

3.3 Security.

(a) General. The parties understand that adequate security services are necessary for the safety of the P.C.s and CMC and their agents and employees as well as for the security of inmates and the Facility's staff, consistent with the correctional setting. The Sheriff will provide security sufficient to enable the P.C.s, CMC and their Providers and Personnel to safely provide the services described in this Agreement. Nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of the employees or agents of CMC or the P.C.s.

(b) Loss of Equipment and Supplies. The County shall not be liable for loss of, or damage to, equipment and supplies of the P.C.s or CMC or their employees and agents unless such loss or damage was caused by the negligence of the Sheriff or his employees.

(c) Transportation Off-Site. The Sheriff will provide security and transportation as necessary and appropriate in connection with the transportation of any inmate between the

Facility and any other location for off-site services as contemplated herein. Neither the P.C.s nor CMC shall be responsible for the cost of any security or transportation provided by the Sheriff.

3.4. Office Space, Inventory, Equipment and Supplies.

(a) General. The Sheriff shall provide the P.C.s and CMC with office space, facilities, existing equipment and utilities (excluding long distance telephone service) sufficient to enable them to perform their obligations hereunder. The Sheriff will provide necessary maintenance and housekeeping of the office space and facilities. The P.C.s and CMC agree that they have inspected the Facility, including the medical office space and facilities, and that such space and facilities are sufficient for their Providers, Personnel, agents and employees to perform all of the obligations required under this Agreement.

(b) Delivery of Possession. The Sheriff will deliver to the P.C.s and CMC on the date of commencement of this agreement possession and control of all medical and office equipment and supplies in place at the Facility's health care facilities and owned by the County. At the termination of this or any subsequent Agreements, the P.C.s and CMC will return to the Sheriff possession and control of all medical and office equipment, in working order, reasonable wear and tear excepted, and supplies in-place at the Facility's health care facility. It is agreed that CMC shall be responsible for either the purchase of contractor owned equipment present on the effective date of this Agreement and/or replacement at CMC's expense of the equipment necessary for the P.C.s and CMC to perform their duties under this Agreement.

(c) Maintenance and Replenishment of Equipment. CMC, at its own expense, will maintain all present equipment in working order during the term of this Agreement. If additional equipment and instruments are required by the P.C.s and/or CMC during the term of this Agreement, it shall be the responsibility of CMC to purchase such items at its own cost. At the end of this Agreement, or upon its termination, ownership of all such equipment shall remain the property of CMC.

(d) General Maintenance Services. The Sheriff will provide the same services and facilities to inmates housed in medical units in the Facility as are provided all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE IV

TERM AND TERMINATION

4.1. Term. This Agreement shall commence on January 1, 2016 at 12:01 a.m. (EDT) and terminate on December 31, 2016 at 12:00 midnight (EST). This Agreement may be extended for additional one-year periods under the same terms and conditions set forth in the Agreement by written agreement that is executed by the parties.

4.2. Termination. The County, P.C.s or CMC may, by written notice, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the party's convenience, (ii) upon the failure or inability of a party to comply with any of the terms or conditions of this Agreement, or (iii) upon a party becoming insolvent or bankrupt. Upon termination of this Agreement, the P.C.s and CMC shall comply with any and all County closeout procedures, including but not limited to:

(a) Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the P.C.s and/or CMC pursuant to this Agreement; and

(b) Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the P.C.s and/or CMC through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and

(c) In the event that this Agreement is terminated for the convenience of the County, the P.C.s and CMC shall be paid for all Services rendered through the date of termination in accordance with Schedule B.

(d) In the event the County terminates this Agreement, in whole or in part, as provided herein, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the P.C.s and CMC shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be set off against any sums due to the P.C.s and CMC.

(e) Notwithstanding any other provisions of this Agreement, the P.C.s and CMC shall not be relieved of liability to the County for damages sustained by the County by virtue of their breach of this Agreement, or failure to perform in accordance with applicable standards.

(f) The County may withhold payments due under this Agreement for the purposes of set-off until such time as the exact amount of damages due to the County from the P.C.s and CMC is determined.

(g) The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

4.3 Non Appropriation of Funds. The Parties understand that funds for this Agreement are provided by the County. This Agreement is subject to annual appropriation of funds for this Agreement by the Schenectady County Legislature. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then this Agreement will become null and void and neither party shall be subject to penalty or liability.

4.4 Effects of Termination. Upon termination of this Agreement, responsibility for providing Professional Services to all inmates, inmates receiving Professional Services at facilities outside the Facility, will be transferred from the P.C.s to the County.

ARTICLE V

COMPENSATION

5.1. Base Compensation. Consistent with the terms of the Management Agreement, CMC shall bill the County the monthly invoice amount set forth on Schedule B (the "CMC Monthly Invoice Amount") on or before the fifteenth (15th) day of the month after the month in which services are rendered. CMC shall also bill the County the total monthly invoice amounts set forth on Schedule B on behalf of the P.C.s (the "P.C.s Monthly Invoice Amount") on or before the fifteenth (15th) day of the month after the month in which services are rendered. The invoices issued by the P.C.s and CMC shall show the costs incurred by these parties for services rendered during the month invoiced. The County shall pay the P.C.s and CMC on or before the first day of the month after the invoice is received. CMC shall not retain any payment made by the County that is allocable to the P.C.s for the Providers' provision of Professional Services. The P.C.s and/or CMC may alter their respective Monthly Invoice Amount every six (6) months after commencement of this Agreement for the following six (6) month period if the costs of services rendered by the parties in the preceding six (6) month period are different than estimated by the P.C.s and/or CMC. In no event, however, shall the County be obliged to pay total compensation in excess of the Total Maximum Base Compensation, except as provided in Sections 5.3, 5.4 5.5 and 5.6 below.

5.2. Billing. Consistent with the terms of the Management Agreement, CMC shall bill the County on behalf of itself and the P.C.s (the P.C.s Monthly Invoice Amount) on or before the

fifteenth (15th) day of the month after the month in which services are rendered. The invoices issued by the P.C.s and CMC shall show the costs incurred by these parties for services rendered during the month invoiced. The County shall pay the P.C.s and CMC on or before the first day of the month after the invoice is received. CMC shall not retain any payment made by the County that is allocable to the P.C.s for the Providers' provision of Professional Services. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to CMC will be pro-rated accordingly for the shortened month: The P.C.s and/or CMC may alter their respective Monthly Invoice Amount every six (6) months after commencement of this Agreement for the following six (6) month period if the costs of services rendered by the parties in the preceding six (6) month period are different than estimated by the P.C.s and/or CMC. In no event, however, shall the County be obligated to pay total compensation in excess of the Total Maximum Base Compensation, except as provided in Sections, 5.3, 5.4, 5.5, 5.6 and 5.7 below.

5.3. Population Changes. The average daily inmate population (including boarders) shall be calculated by adding, for a given month, the daily inmate population contained in the Sheriff's daily status reports and dividing such sum by the number of days in month.

(a) Increases in Inmate Population. The parties agree that the Maximum Base Compensation is calculated upon an average daily inmate population (ADP) of between 300 and 350. If the daily inmate population (including boarders) averages, in any calendar month during this Agreement, 351 or more inmates, then the Maximum Base Compensation payable to the P.C.s by the County shall be increased, on the first month after the average increase, by the per diem rate stipulated in Schedule B, with the said increases reflected on the Monthly Invoice Amounts.

(b) Decreases in Inmate Population. The parties agree that the Maximum Base Compensation is calculated upon an average daily inmate population (ADP) of between 300 and 350. If the daily inmate population (including boarders) averages, in any calendar month during the term of this Agreement, less than 300 inmates, then the Maximum Base Compensation payable to the P.C.s by the County shall be decreased, on the first month after the average increase, by the per diem rate stipulated in Schedule B, with said decreases reflected on the Monthly Invoice Amounts.

5.4. Catastrophic Limitations: Off-Site Care. The P.C.s shall be responsible for all off-site charges which shall include inpatient hospitalizations, emergency room and/or specialist visits, physician fees, ambulance services, dialysis treatments, inpatient drugs, lab work, etc., up to a cumulative total of two hundred thousand dollars (\$200,000) catastrophic limit per contract year, as indicated in Schedule B of this Agreement.

5.5. Catastrophic Limitation: Pharmaceuticals. The P.C.s shall be responsible for all pharmaceutical charges up to a cumulative total of three hundred thousand (\$300,000) dollars per year, as indicated in Schedule B of this Agreement.

5.6. Aggregate Pool: Staffing. The P.C.s shall be responsible for the medical/dental staff payroll, including fringe benefits, up to the value indicated in Schedule B. Should the cost of payroll exceed this value, the County will be responsible to reimburse the P.C.s for the excess up to a maximum of thirty five thousand dollars and zero cents (\$35,000). The P.C.s shall be responsible for any remaining medical staff payroll expense above that excess, as well as the payroll cost associated with any and all mental health staff.

5.7. Additional Compensation. Except as stipulated elsewhere in this Agreement, neither the P.C.s nor CMC shall be entitled to receive or seek additional compensation from the County for the services rendered under this Agreement. Charges in excess of the limits established in Sections 5.4 and 5.5 of this Agreement will be submitted promptly by CMC on behalf of the P.C.s. The County shall reimburse the P.C.s for those excess charges within thirty (30) days of submission of a verified invoice by CMC.

5.8. Penalties.

(a) For each day beyond fifteen (15) days that a position noted in the Staffing Matrix (Schedule A) for which the Medical P.C. or Dental P.C. is responsible is vacant, the Medical P.C. or Dental P.C., as applicable, may be penalized and shall pay the County an amount equal to the hourly rate with fringe benefits associated with the vacant position. Should the Health Services Administrator position be vacant for thirty (30) days or more, for each day thereafter, the applicable P.C. shall pay the County an amount equal to one and one-half (1.5) times the salary and benefit rate associated with the vacant position.

(b) To the extent that the P.C.s invoice the County for time of a Professional who is not properly credentialed, the Medical P.C. or Dental P.C., as applicable, shall pay the County a penalty of five hundred dollars (\$500.) plus restitution in an amount equal to the hourly rate and fringe benefits paid to the Professional during the period in question.

(c) To the extent that the Medical P.C. fails to conduct initial screening of an inmate within 72 hours of booking, or a physical examination within twenty-one (21) days of admission, it shall pay the County a penalty of five hundred dollars (\$500.) for each delayed (i) initial screen and (ii) physical exam.

(d) To the extent that the P.C.s materially fail to provide necessary medical, obstetrical, psychiatric, dental and emergency care, in a timely manner, the Medical P.C. or Dental P.C., as applicable, shall pay to the County a penalty of five hundred dollars (\$500.) per failure.

(e) To the extent that the Medical P.C. fails to provide (a) high-risk medications (those drugs that are ordered "stat" or those for which interruptions in dosing schedules would result in an adverse event, e.g., HIV anti-virals, anti-psychotics, anti-seizure, diabetic agents, anti-hypertensive agents, etc.), within 24 hours of ordering; or (b) other than high risk medications, within 48 hours of ordering, it shall pay to the County a penalty of five hundred (\$500.) per failure.

ARTICLE VI INDEMNIFICATION

6.1. CMC shall defend, indemnify and save harmless Schenectady County and the Schenectady County Sheriff, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against Schenectady County or the Schenectady County Sheriff which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of services by CMC or the P.C.s, arising from any act, omission or negligence of CMC or the P.C.s, and their respective agents and employees, or arising from any breach or default by CMC or the P.C.s under this Agreement. Nothing herein is intended to relieve:

(a) P.C.s of any liability arising from Title VIII violations; and

(b) Schenectady County or the Schenectady County Sheriff from its own negligence or misfeasance, or to assume any such liability for Schenectady County or the Schenectady County Sheriff by CMC.

6.2. The County agrees to indemnify, hold harmless and defend CMC, the P.C.s, and their respective agents, servants, employees and contractors, including all Providers and Personnel, from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the negligent or intentional act or omission of the Sheriff, the County or their agents or employees to the extent of their responsibility for such claims, damages, losses and expenses in their operation and maintenance of the Facilities, the custody of Inmates and all provisions for the physical security of all such CMC personnel.

6.3. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties thereto as defendants in lawsuits by third parties.

6.4. The foregoing provisions under this paragraph to the contrary notwithstanding, neither the County nor the P.C.s or CMC will assume responsibility for actions, lawsuits, defenses, claims or liabilities of any kind whatsoever arising out of claims or judgments for "punitive damages."

ARTICLE VII
MISCELLANEOUS

7.1. **Conflict in Terms.** The parties hereto acknowledge that the Contract Documents are as follows: (1) The Request for Proposals with all Addenda; (2) CMC's proposal; and (3) this Agreement. In the event of any conflict or discrepancy between the Contract Documents, they shall be interpreted in the following manner of priority: (1) this Agreement; (2) CMC's proposal; and (3) the Request for Proposals with all Addenda.

7.2. **Independent Contractor Status.** The parties acknowledge that the P.C.s and CMC are independent contractors of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

7.3. **Assignment and Subcontracting.** Neither the P.C.s nor CMC shall assign this Agreement to any other entity or subcontract for services hereunder without the express prior written consent of the County which will not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve the P.C.s or CMC of their independent obligation to provide the services and be bound by the requirements of this Agreement.

7.4. **Independent Monitor Access.** Pursuant to an Assurance of Discontinuance (the "Assurance"), dated September 22, 2014, between CMC and the New York State Office of Attorney General, the parties understand that CMC has engaged the services of Public Health Solutions to serve as an independent monitor (the "Monitor") to assess CMC's compliance with all of its contracts with New York State Counties, all applicable federal and state laws (including New York State Medical Review Board regulations) and the standards promulgated by the National Commission on Correctional Health Care. In order for the Monitor to complete its assessments and review of CMC under the Assurance, for the time period set forth in the Assurance, CMC and the P.C.s agree that they shall facilitate the Monitor's on-site access to the following (as well as provide upon request digital copies of documents and records): all-medical records, employee files (including, if applicable, copies of current licenses, proof of certification, evaluations, job description, DEA numbers and malpractice insurance); staff salary information, time and payment records; all county contracts, including exhibits, attachments, schedules, and amendments and county policies relating to the delivery of health services in jails/facilities; all contracts with Professional Corporations, including exhibits, attachments, schedules, and amendments; invoices to counties; payments to counties; all protocols, policies, and procedures relating to the delivery of health services; drug formulary and pharmacy procedures, including staffing, dispensing practices, invoices, usage records and accessing non-formulary drugs; quality assurance program reviews (including meeting agenda, attendance, minutes and corrective action plans); staff orientation and training programs (including staff attendance records); inmate sick call processes and grievances (including documents that reflect how such sick calls and grievances were handled and resolved); all reports and records documenting urgent and serious inmate incidents and illnesses and related transfers to outside medical facilities; discharge to community health plans; staff/consultants; and all other information and documents that the Monitor deems necessary.

7.5. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

County: Kathleen Rooney
Schenectady County Manager
620 State Street
Schenectady, NY 12305

Christopher H. Gardner
Schenectady County Attorney
620 State Street
Schenectady, NY 12305

Dominic A. Dagostino
Schenectady County Sheriff
320 Veeder Avenue
Schenectady, NY 12307

CMC: Correctional Medical Care, Inc.
980 Harvest Drive, Suite 202
Blue Bell, PA 19422

Medical P.C.: CBH Medical, P.C.
c/o Correctional Medical Care, Inc.
980 Harvest Drive, Suite 202
Blue Bell, PA 19422

Dental P.C.: SM Dental, P.C.
c/o Correctional Medical Care, Inc.
980 Harvest Drive, Suite 202
Blue Bell, PA 19422

Notices shall be effective upon receipt.

7.6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of New York. Any disputes resulting from this Agreement that cannot be resolved between the Parties will be resolved in the Supreme Court of Schenectady County, New York.

7.7. Entire Agreement. This Agreement, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements

that have been in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Any inconsistencies or variations among this Agreement, the Request for Proposal (RFP) and the CMC Proposal shall be governed as follows: requirements of this Agreement shall take precedence over requirements of the Proposal and the RFP. The provisions of the CMC Proposal shall take precedence over the provisions of the RFP.

7.8. Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.9. Other Contracts and Third-Party Beneficiaries. The parties acknowledge that neither the P.C.s nor CMC are bound by or aware of any other existing contracts to which the Sheriff or the County is a party and which relate to the providing of medical care to inmates at the Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

7.10. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the un-enforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

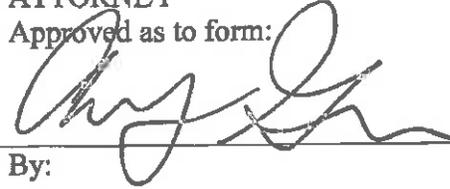
7.11. Liaison. The Sheriff and his designee (so designated in writing by the Sheriff) shall be the liaison with the P.C.s and CMC.

7.12. Force Majeure. Neither the P.C.s nor CMC shall be deemed in violation of this Agreement if it is or they are prevented from performing any of obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, inmate disturbances, lack of County financial or physical resources, failure of the County to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of one or both of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities on the day and year first above written.

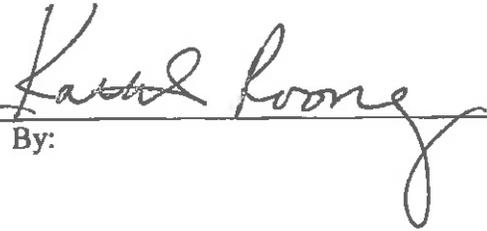
SCHENECTADY COUNTY
ATTORNEY

Approved as to form:



By:

SCHENECTADY COUNTY
MANAGER



By:

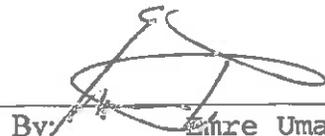


SCHENECTADY COUNTY
SHERIFF:



By:

CORRECTIONAL MEDICAL CARE, INC.



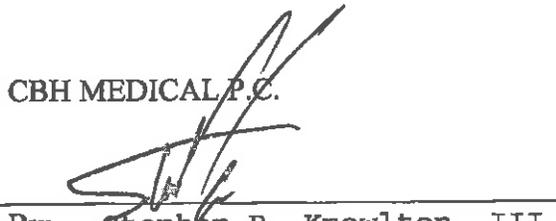
By:

Shire Umar

Title:

President

CBH MEDICAL P.C.



By:

Stephen B. Knowlton, III

Title: Authorized Agent

SM DENTAL P.C.



By:

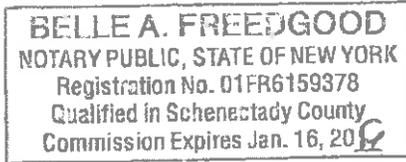
Shane D. Sunday

Title: Authorized Agent

**STATE OF NEW YORK
COUNTY OF SCHENECTADY**

ss.:

On the 27th day of May, 2016, before me, the undersigned, personally appeared KATHLEEN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



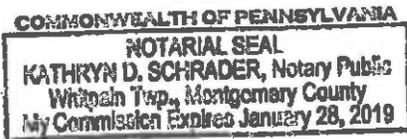


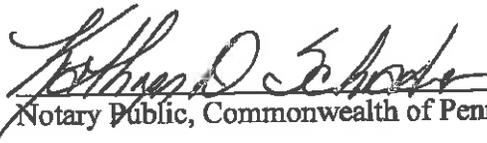
Notary Public-State of New York

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY**

ss.:

On the 2nd day of May, 2016, before me, the undersigned, personally appeared Emre Umar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



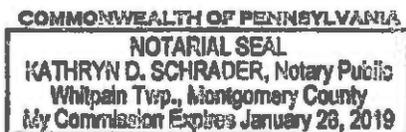


Notary Public, Commonwealth of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss.:

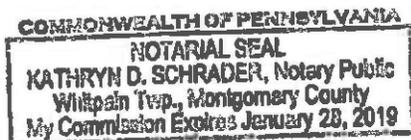
On the 2nd day of May, 2016, before me, the undersigned, personally appeared Stephen B. Knowlton, III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss.:

On the 2nd day of May, 2016, before me, the undersigned, personally appeared Shane D. Sunday, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public, Commonwealth of Pennsylvania

**SCHEDULE A
STAFFING MATRICES**

CBH Medical P.C.

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE	
DAY SHIFT										
Health Services Administrator (RN)	8	8	8	8	8			40.0	1.0	
Medical Director	[12 hours per week]								12.0	0.3
Physician Asst/Nurse Pract (PA/NP)	8	8	4	8	8			36.0	0.9	
Charge RN	8	8	8	8	8			40.0	1.0	
RN	16	16	16	16	16	8	8	96.0	2.4	
LPN	8	8	8	12	8	8	8	60.0	1.5	
Pharmacy Coordinator (LPN)	[20 hours per week]								20.0	0.5
Psychiatrist	[8 hours per week]								8.0	0.2
Mental Health Counselor (MSW)	8	8	8	8	8	8		48.0	1.2	
EVENING SHIFT										
RN	8	8	8	8	8	8	8	56.0	1.4	
LPN	8	8	8	8	8	8	8	56.0	1.4	
NIGHT SHIFT										
RN	8	8	8	8	8	8	8	56.0	1.4	
TOTAL HOURS/FTE per week								528.0	13.2	

SM Dental P.C.

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE	
DAY SHIFT										
Dentist	[8 hours per week]								8.0	0.2
Dental Assistant	[8 hours per week]								8.0	0.2
TOTAL HOURS/FTE per week								16.0	0.4	

CMC Personnel

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
DAY SHIFT									
Medical Records Clerk	8	8	8	8	8			40.0	1.0
Administrative Assistant	8	8	8	8	8			40.0	1.0
TOTAL HOURS/FTE per week								80.0	2.0

*Legally observed Holidays will be staffed at a Sunday level, as shown in matrix. Orientation of staff is included in hours worked.

SCHEDULE B
COMPENSATION

2016	CBH	SM	CMC	TOTAL
Salaries	1,884,052.43	50,027.21	89,238.78	2,023,318.42
Medical Services	276,723.38	4,233.42	109,067.49	390,024.29
Psych Services	227,722.21			227,722.21
Off-site Services	200,000.00			200,000.00
Pharm Services	300,000.00			300,000.00
TOTAL (Distributed)	2,188,498.40	54,260.63	198,306.26	2,441,065.30

The COUNTY shall pay CMC a total sum of **SIXTEEN THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND FIFTY TWO CENTS (\$16,525.52)** monthly upon submittal of a completed County voucher with required documentation.

The COUNTY shall pay CBH a total sum of **ONE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS AND EIGHTY SEVEN CENTS (\$182,374.87)** monthly upon a completed County voucher with required documentation.

The COUNTY shall pay SM Dental a total sum of **FOUR THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS AND SEVENTY TWO CENTS (\$4,521.72)** monthly upon submittal of a completed County voucher with required documentation.

NOTE: Per Contract agreement, should the medical salary pool be exhausted for any contract year, Schenectady County will pay an additional \$35,000 into the pool. CMC or the P.C. will pay any amount beyond that additional pool coverage.



In accordance with Section 5.2 hereof, and consistent with the terms of the Management Agreement:

1. On or before the fifteenth (15th) day of the month after month in which Professional Services are rendered, CMC shall submit an invoice to the County on behalf of the Medical P.C. and Dental P.C. for such Professional Services, setting forth the hours for each position provided during the previous month. To the extent that CMC and P.C.s do not in any particular week provide the hours required by the Staffing Matrix (Schedule A) for any position, CMC shall deduct from the applicable invoice covering that week the cost of those services; To the extent that the hours were not provided for a physician, nurse, nurse practitioner, physician assistant, psychiatrist or dentist, the Medical P.C. or Dental P.C., as applicable, shall also credit the County a penalty of five hundred dollars (\$500.) for that week. In calculating the hours provided, hours worked:

- a. By a physician above any contractually-required amounts may be counted towards hours that are required for a physician's assistant or nurse practitioner;
- b. By a nurse practitioner above any contractually-required amounts may be counted toward hours that are required for a nurse;
- c. By a registered nurse above any contractually-required amounts may be counted toward hours that are required of a licensed practical nurse;
- d. By a licensed psychiatrist above any contractually-required amounts may be counted towards hours that are required of a psychiatric nurse;
- e. By a registered nurse or a licensed practical nurse above any contractually-required amounts may be counted towards hours that are required of a dental assistant; and
- f. By a registered nurse or a licensed practical nurse above any contractually-required amounts may be counted towards hours that are required of an administrative assistant.

2. Notwithstanding the above, to the extent that the County notifies CMC or the P.C.s in writing (which includes via e-mail or text message) that the County wants CMC and the P.C.s to provide in a subsequent period the hours that were not provided in a prior period, CMC and the P.C.s agree to do so, and the County shall pay CMC and the P.C.s for the cost of providing those services.

3. The County shall pay into each of the P.C.'s Payroll/Operating Accounts (as defined in the Management Agreement) the amount of the invoice allocated for Professional Services rendered by each P.C. on or before the first day of the month after the invoice is received by the County.

4. In the event that this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to the P.C.s and CMC will be prorated accordingly for the shortened month.

5. Any and all changes are subject to negotiation and mutual agreement of the parties. Significant changes may require Schenectady County Legislative approval.

Exhibit D
SCHENECTADY COUNTY
BUSINESS ASSOCIATE AGREEMENT

I. DEFINITIONS

Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean **CORRECTIONAL MEDICAL CARE, INC., CBH MEDICAL, P.C., SM DENTAL, P.C.**
- (b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean **Schenectady County.**
- (c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Comply in all respects with Covered Entity's minimum necessary policies and procedures and transaction standards in effect, as the same may be amended from time to time, and comply in all respects with HIPAA and its Rules and requirements.
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, which report must be made no later than forty-eight (48) business hours after discovery, and Business Associate

shall, upon written request by Covered Entity, timely handle breach notifications to individuals, and /or the media, on behalf of Covered Entity;

- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to Covered Entity (accompanied by a written statement of the request) or to Individual or Individual's designee, as directed by Covered Entity, within three (3) days of Business Associate's receipt of the request, as necessary for Covered Entity to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Transmit to Covered Entity within three (3) business days any request for amendment to protected health information in a designated record set, and as directed or agreed to by Covered Entity, within thirty (30) business days of receipt of the request, make any amendment(s) to such protected health information pursuant to 45 CFR 164.526, and/or take other measures as necessary to satisfy Covered Entity's obligations pursuant to 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures, transmit to Covered Entity within three (3) business days any request for an accounting of disclosures, and as directed by Covered Entity provide such accounting to Individual or to Covered Entity, within thirty (30) business days of receipt of the request, and/or take such other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s);
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA rules; and
- (j) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (k) Reimburse, indemnify and hold harmless Covered Entity for any and all costs of every type and nature, direct or indirect, associated with a Breach or with a failure to comply with any aspect, provision or requirement of HIPAA and its Rules and requirements, or with any provision of this Agreement, by Business Associate or by its subcontractor(s).

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATES

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in its written Agreement(s) with Covered Entity. In the event that the Business Associate wishes to use protected health information for other permitted purposes; the Business Associate shall then request Covered Entity's written permission to use protected health information for permitted purposes, including use of such information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). In the event Covered Entity gives such permission, Business Associate must adhere to Covered Entity's instructions as to the manner in which Business Associate will de-identify the information (as applicable) and the permitted uses and disclosures by Business Associate.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures in effect at the time of use, disclosure or request, and consistent in all respects with HIPAA and its Rules and requirements.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity as required by the underlying services agreement between Business Associate and Covered Entity.

IV. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- (a) Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of protected health information. Business Associate shall abide by all such limitations.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information. Business Associate shall abide by all such changes or revocations.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information. Business Associate shall abide by all such restrictions.

V. TERM AND TERMINATION

- (a) **Term.** This Agreement shall be effective as of January 1, 2016, and shall terminate when all of the Protected Health Information provided by Schenectady County to Business Associate and its subcontractors, or created or received by Business Associate or its subcontractors on behalf of Schenectady County, is destroyed or returned to Schenectady County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Covered Entity may terminate this Business Associate Agreement, at any time with or without cause, by written notice.
- (b) **Termination for Cause.** Covered Entity may terminate this Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement. Covered Entity may, in its sole discretion, afford Business Associate an opportunity to cure the breach or end the violation within a time frame specified by Covered Entity. Termination of this Agreement shall, at Covered Entity's sole option, result in an automatic termination of one or more Agreement(s) associated with this Business Associate Agreement, or, in the alternative, shall give Covered Entity the option to terminate such underlying Agreement(s) on such notice as is deemed appropriate by Covered Entity, notwithstanding any language in such other Agreement(s) to the contrary. Covered Entity shall promptly advise Business Associate of its elections under this paragraph with respect to each underlying Agreement.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate (including any subcontractor), with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining protected health information that the Business still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section III herein which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VI. MISCELLANEOUS

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. (1) The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law, rule or regulation, and

(2) Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the

obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

- (c) Interpretation. All terms used in this Agreement and any ambiguity in this Agreement shall be interpreted in such a fashion as to be in furtherance of and in compliance with the HIPAA Rules and any other applicable law.

Supersession. This Agreement supersedes any prior Business Associate Agreement between the parties, effective as of the date set forth in Section V above.



CERTIFICATE OF LIABILITY INSURANCE

12/31/2016

DATE (MM/DD/YYYY)
12/30/2015

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Plaza Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1406841 CBH Medical, PC & SM Dental, PC c/o Correctional Medical Care, Inc. 980 Harvest Drive, Ste 202 Blue Bell PA 19422	INSURER A:	Physicians' Reciprocal Insurers 41467
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CORME CERTIFICATE NUMBER: 13824577 REVISION NUMBER: XXXXXXXX

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	APPL. NBR	ISUR. NBR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	88452	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC OTHER						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	88452	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Medical Professional Liability - Claims Made	Y	N	88451	12/31/2015	12/31/2016	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Correctional Medical Care, Inc. is included on the policy as an Additional Insured. The following facility is included on the policy as an Additional Insured as required by written contract with the Insured: SCHENECTADY COUNTY CORRECTIONAL FACILITY; RETRO DATE: 01/01/2008

CERTIFICATE HOLDER**CANCELLATION**

13824577

SCHENECTADY COUNTY CORRECTIONAL FACILITY
620 STATE STREET
SCHENECTADY NY 12305

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

**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only) CBH MEDICAL PC c/o SCHENECTADY COUNTY JAIL 320 VEEDER AVENUE SCHENECTADY, NY 12307</p>	<p>1b. Business Telephone Number of Insured 215-542-5800 1c. NYS Unemployment Insurance Employer Registration Number of Insured 471869942-2 1d. Federal Employer Identification Number of Insured or Social Security Number 471869942</p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) SCHENECTADY COUNTY JAIL 320 VEEDER AVE SCHENECTADY, NY 12307</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity listed in box "1a": DBL461727 3c. Policy effective period: 04/01/2015 to 03/31/2016</p>

4. Policy covers:

a. All of the employer's employees eligible under the New York Disability Benefits Law

b. Only the following class or classes of the employer's employees:

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 NYS Disability Benefits insurance coverage as described above.

Date Signed 5/8/2016 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

**IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
 If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 5 of the Disability Benefits Law.
 It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.**

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of 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 employment as defined in this article, 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 the payment of disability benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) The head of 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 employment as defined in this article, and 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 the payment of disability benefits for all employees has been secured as provided by this article.

**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only) CORRECTIONAL MEDICAL CARE INC</p> <p>c/o SCHENECTADY COUNTY JAIL 320 VEEDER AVENUE SCHENECTADY, NY 12307</p>	<p>1b. Business Telephone Number of Insured 215-542-5800</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 48-02768-2</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 233084697</p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) SCHENECTADY COUNTY JAIL 320 VEEDER AVE. SCHENECTADY, NY 12307</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity listed in box "1a": DBL481727</p> <p>3c. Policy effective period: 04/01/2015 to 03/31/2016</p>

4. Policy covers:

a. All of the employer's employees eligible under the New York Disability Benefits Law

b. Only the following class or classes of the employer's employees:

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 NYS Disability Benefits insurance coverage as described above.

Date Signed 5/12/2015 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 5 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of 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 employment as defined in this article, 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 the payment of disability benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) The head of 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 employment as defined in this article, and 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 the payment of disability benefits for all employees has been secured as provided by this article.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12208-1849
Phone: (518) 437-8400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 233084697

CORRECTIONAL MEDICAL CARE INC
980 HARVEST DR
SUITE 202
BLUE BELL PA 19422

POLICYHOLDER CORRECTIONAL MEDICAL CARE INC 980 HARVEST DR SUITE 202 BLUE BELL PA 19422		CERTIFICATE HOLDER SCHENECTADY COUNTY CORRECTIONAL FACILITY 320 VEEDER AVENUE SCHENECTADY NY 12307	
POLICY NUMBER A1428 344-4	CERTIFICATE NUMBER 884386	PERIOD COVERED BY THIS CERTIFICATE 08/09/2015 TO 08/09/2016	DATE 7/8/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1428 344-4 UNTIL 08/09/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 08/09/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 729962638

**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD**

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
<p>1a. Legal Name and Address of Insured (Use street address only) SM DENTAL PC c/o SCHENECTADY COUNTY JAIL 320 VEEDER AVENUE SCHENECTADY, NY 12307</p>	<p>1b. Business Telephone Number of Insured 215-542-5800 1c. NYS Unemployment Insurance Employer Registration Number of Insured 471870060-8 1d. Federal Employer Identification Number of Insured or Social Security Number 471870060</p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) SCHENECTADY COUNTY JAIL 320 VEEDER AVE SCHENECTADY, NY 12307</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity listed in box "1a": DBL461727 3c. Policy effective period: 04/01/2015 to 03/31/2016</p>
<p>4. Policy covers:</p> <p>a. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law</p> <p>b. <input type="checkbox"/> Only the following class or classes of the employer's employees:</p>	
<p>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 NYS Disability Benefits Insurance coverage as described above.</p> <p>Date Signed <u>5/8/2015</u> By <u></u> <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small></p> <p>Telephone Number <u>516-829-8100</u> Title <u>Chief Executive Officer</u></p>	
<p>IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 228, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.</p>	
PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)	
<p>State of New York Worker's Compensation Board</p> <p>According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.</p> <p>Date Signed _____ By _____ <small>(Signature of NYS Worker's Compensation Board Employee)</small></p> <p>Telephone Number _____ Title _____</p>	

Please Note: Only insurance carriers licensed to write NYS Disability Benefits Insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of 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 employment as defined in this article, 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 the payment of disability benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) The head of 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 employment as defined in this article, and 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 the payment of disability benefits for all employees has been secured as provided by this article.



New York State Insurance Fund
 1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

(518) 437-6400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 471868942

LOCKTON COMPANIES LLC
 3 CITYPLACE DR SUITE 900
 SAINT LOUIS MO 63141

POLICYHOLDER CBH MEDICAL PC C/O CORRECTIONAL MEDICAL CARE INC 980 HARVEST DRIVE STE 202 BLUE BELL PA 19422		CERTIFICATE HOLDER SCHENECTADY COUNTY CORRECTIONAL FACILITY 320 VEEDER AVENUE SCHENECTADY NY 12307	
POLICY NUMBER A 2357 834-7	CERTIFICATE NUMBER 738197	PERIOD COVERED BY THIS CERTIFICATE 04/07/2015 TO 04/07/2017	DATE 04/06/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2357 834-7 UNTIL 04/07/2017, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/07/2017 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
 VALIDATION NUMBER: 442855015





1011 Nott Street ♦ Schenectady, NY 12308

Phone: (518) 243-4000 ♦
www.ellishospital.org

TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT ("hereinafter "Agreement"), made and entered into this 1st day of October, 2004, by and between ELLIS HOSPITAL, a not-for-profit corporation having a place of business at 1101 Nott Street, Schenectady, New York (hereinafter "Hospital"), and Schenectady County Jail (hereinafter "Facility" and jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, the Hospital is a not-for-profit corporation that operates a hospital to provide access to patient care for the residents of its service area; and

WHEREAS, the Hospital and the Facility have determined that it would be in the best interest of patient care and it would promote the optimum use of facilities to enter into a transfer agreement for transfer of patients between the respective Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Hospital and the Facility agree as follows:

- 1. Purpose of Agreement.** Each party agrees to transfer to the other party and to receive from the other party patients for the purpose of providing improved patient care and continuity of patient care. The parties agree that this is a non-exclusive agreement and that either party may enter into transfer agreements with other entities.
- 2. Patient Transfer.** The need for transfer of a patient from one party to the other shall be determined by the patient's attending physician. When such a determination has been made, the transferring party shall immediately notify the receiving party of the impending transfer. The receiving party agrees to admit the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate that patient. Prior to moving the patient, the transferring party must receive confirmation from the receiving party that it can accept the patient. In respect to patients transferred from the Facility the patient or patient's representative will be informed that the patient will be referred to the Facility for

continuing care, recovery or other additional residential care as the case may be, as soon as reasonably possible after completion of services by the Hospital. The Facility agrees to take all appropriate steps to readmit the patient after the course of Hospital treatment.

3. **Provision of Information to Each Institution.** Each party shall provide the other party with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the receiving party. Each receiving party shall state specifically where transferring patients are to be delivered at its premises. The parties agree to exchange information concerning the type of patients and health conditions that the receiving party will accept.

4. **Patient Records and Personal Effects.** Each of the parties agrees to forward medical and administrative information with the patient upon transfer from one party to the other. The information shall include when appropriate, the following:

- A. medical information including current medical findings, diagnosis, copies of diagnostic tests and x-rays, rehabilitation potential, Advance Directives such as D.N.R. order and Health Care Proxy if applicable, a brief summary of the course of treatment followed either in the Facility or Hospital, nursing and dietary information useful in the care of the patient, ambulation status, and pertinent administrative and social information.
- B. name, address and phone number of physician referring the patient
- C. name of physician at receiving institution who has been contacted concerning the transfer of the patient

Each party agrees to supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at the receiving party.

5. **Confidentiality of Records.** Each party agrees that the confidentiality of the patient's medical records must be maintained. To achieve that goal, both Hospital and Facility agree to transport the patient's medical record in a way designed to maintain the record's security, providing access only to the medical professionals responsible for the patient's care. Upon return of the patient from the Hospital to the Facility, the Hospital will make available, upon the patient's authorization, all appropriate medical information concerning the services rendered at the Hospital. Both parties agree to comply with State and Federal law in respect to the confidentiality of records, including the provisions of the Health Insurance Portability and Accountability Act of 1996

6. **Consent to Transfer.** The transferring party shall have responsibility for obtaining the patient's consent to the transfer to the other party prior to the transfer, if the patient is competent. If the patient is not competent, the transferring party shall obtain the consent of the patient's healthcare agent or legal guardian; if such consent is not possible, the consent of the patient's physician shall be obtained by the transferring party, and the patient's responsible family member notified.

7. **Personal Effects.** Personal effects and belongings, moneys, valuables and information relating to these items shall accompany patients upon transfer unless prior arrangements have been made with the transferring party by the patient or patient's responsible party. Items will be transferred, itemized and stored consistent with the policies and procedures of each party.

8. **Payment for Services.** The patient is primarily responsible for payment for care received at both the Hospital and the Facility. The parties shall cooperate in making available information concerning sources of payment including any third party payment sources. Each party shall be responsible only for collecting its own payment for services rendered to the patient. No clause of this Agreement shall be interpreted to authorize either party to look to the other party to pay for services rendered to a patient transferred by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement.

9. **Transportation of Patient.** The transferring party shall have responsibility for arranging transportation of the patient to the other party, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient. The receiving party's responsibility for the patient's care shall begin when the patient is admitted, either as a resident, inpatient or outpatient, to the party.

10. **Advertising and Public Relations.** Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred patients.

11. **Nondiscrimination.** In that the ultimate purpose of this Agreement is to provide access to patient care and promote the optimum use of facilities, the parties further agree that neither party may refuse to receive a patient by reason of patient's race, religion, gender, country of national origin, or medical diagnosis.

12. **Independent Contractor Status.** Both parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either party; nor shall it in any way alter the control of the management, assets, and

affairs of the respective party. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

13. **Liability.** Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party.

14. **Insurance.**

Both parties shall secure and maintain, or cause to be secured and maintained, with respect to the Hospital, during the term of this Agreement, comprehensive general and professional liability insurance, providing minimum limits of liability as follows:

Comprehensive General Liability \$1,000,000
Professional Liability \$1,000,000/\$3,000,000

Either party may provide such coverage through a self-insurance plan maintained by that party.

Each party hereto immediately shall notify the other of any notice from its insurance carrier of intent to modify or cancel such insurance coverage. Each of the parties hereto agrees to hold the other harmless and to indemnify the other in the event that one party's insurance is inadequate in amount or scope.

15. **Term.** This Agreement shall commence on the day and year first above written and shall continue for a period of one year, and thereafter it shall be renewed automatically for successive periods of one (1) year, unless sooner terminated as herein provided.

16. **Termination.**

A. **Voluntary Termination.** This Agreement may be terminated by either party for any reason, by giving sixty (60) days written notice of its intention to withdraw from this Agreement, and by ensuring the continuity of care to patients who already are involved in the transfer process. To this end, the terminating party will be required to meet its commitments under the Agreement to all patients for whom the other party has begun the transfer process in good faith.

B. **Involuntary Termination.** This Agreement shall be terminated immediately upon the occurrence of any of the following:

1. Either party is destroyed to such an extent that the patient care provided by such party cannot be carried out adequately;
2. Either party loses its license or accreditation;

3. Either party no longer is able to provide the service for which this Agreement was sought;
4. Either party is in default under any of the terms of this Agreement.

17. **Nonwaiver.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

18. **Governing Law.** This Agreement is made and centered into in the State of New York and shall be governed and construed in accordance with the laws of New York.

19. **Assignment.** This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.

20. **Invalid Provision.** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

21. **Amendment.** This Agreement may be amended at any time by a written agreement signed by the parties hereto.

22. **Notice.** Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the party to this Agreement to whom notice is given.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

24. **Binding Agreement.** This Agreement shall be binding upon the successors and assignees of the parties hereto.

25. **Venue.** The venue for any litigation between the parties hereto arising out of or resulting from this Agreement is Schenectady County, New York, and the parties hereto irrevocably submit themselves to the jurisdiction of a Supreme or County Court of Schenectady County, New York, and waive any right that they have or may have to any other jurisdiction.

26. **Authorization for Agreement.** The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions,

or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each Institution in accordance with its terms.

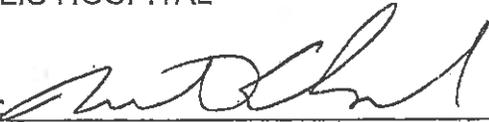
27. **Headings.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.

28. **Gender.** Throughout this instrument, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number, the plural, and vice versa.

29. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Hospital and the Facility have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

ELLIS HOSPITAL

By: 
Robert E. Smanik, FACHE, President/CEO

By: 
Title Mayor

Local Planned Parenthood Offices/ Services Provided

Albany Health Center

855 Central Ave.

Albany, NY 12206

518-434-5678

Services Provided: Abortion Services, Birth Control, HIV Testing, LGBT Services, Men's Health care, Morning-After Pill (Emergency Contraception), Pregnancy Testing & Services, STD Testing, Treatment & Vaccines, Women's Healthcare

Clifton Park Center

1673 Route 9

Clifton Park, NY 12065

518-383-1783

Services Provided: Abortion Services, Birth Control, HIV Testing, LGBT Services, Men's Health care, Morning-After Pill (Emergency Contraception), Pregnancy Testing & Services, STD Testing, Treatment & Vaccines, Women's Healthcare

Cobleskill Center

109 Legion Drive

Cobleskill, NY 12043

518-234-3325

Services Provided: Abortion Services, Birth Control, HIV Testing, LGBT Services, Men's Health care, Morning-After Pill (Emergency Contraception), Pregnancy Testing & Services, STD Testing, Treatment & Vaccines, Women's Healthcare

OB/GYN PROVIDERS IN SCHENECTADY

Below is a list of OB/GYN providers. When calling for an appointment, please make sure they accept your insurance.

1. Bellvue Women's Care Center
2210 Troy-Schenectady Road
Niskayuna, NY 12309
518-346-9400

2. Capital Region OB/GYN
711 Troy-Schenectady Road, suite 205
Latham, NY 12110
518-783-7070

3. Carenet Medical Group
2123 River Road
Schenectady, NY 12309
518-371-1144

4. Ellis Medicine OB/GYN
2210 Troy-Schenectady Road
Latham, NY 12309
518-346-9514

5. Ellis Family Health Center
624 McClellan St.
Schenectady, NY 12304
518-382-2260

6. Mondragon McGrinder Medical Associates
700 McClellan St.
Schenectady, NY 12304
518-374-9153

7. Planned Parenthood
1040 State Street
Schenectady, NY 12307
518-374-5353

[pregnancy testing, STD/HIV testing, options counseling, GYN care, pregnancy termination]

8. Schenectady Family Health
1044 State St.
Schenectady, NY 12307
518-370-1441

Drug and Alcohol Counseling and Treatment:

24 Hour Addiction Hotline: 1-800-838-1752

Alcoholism & Substance Abuse Council of Schenectady County Inc

302 State Street
Schenectady, NY
(518) 346-4436

Clinical Services & Consultation

2925 Hamburg Street
Schenectady, NY
(518) 357-2909

Ellis Hospital

1101 Nott Street
Schenectady, NY
(518) 243-4000

Perrin House

575 Lansing Street
Schenectady, NY
(518) 346-4509

Smith House

834 Emmett Street
Schenectady, NY
(518) 377-6317

Sunnyview Rehabilitation Hospital: General Information

1270 Belmont Avenue
Schenectady, NY
(518) 382-4500

Bridge Center

72 Union Avenue
Schenectady, NY
(518) 346-1277

Conifer Park

600 Franklin Street
Schenectady, NY
(518) 372-7031

Lew Krupka Assocs

105 Serif Lane
Schenectady, NY
(518) 356-1012

Purcell House

406 Summit Avenue
Schenectady, NY
(518) 346-5548

St Peter's Addiction Recovery Center (Sparc): Outpatient Clinics

2925 Hamburg Street
Schenectady, NY
(518) 357-2909

Correctional Medical Care Monthly Statistical Report

Year: 2016 Site Name: Schenectady County Jail Submitted By: Kimberly Burroughs	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YEAR (INC. & DECR)	
													AVG	TOT'L
Daily Population	327	390	327	346	339	339	354	368	349	326	310	316	338	
a. County	323	324	322	339	332	330	348	355	337	317	322	309	330	
b. Feds	0	0	0	1	1	1	0	1	0	0	0	0	0	
c. Ice	0	0	0	0	0	0	0	0	0	0	0	0	0	
d. Boarders	4	6	5	6	6	8	6	12	12	9	8	7	7	
Utilization Review														
Hospital Admissions	4	4	2	3	6	7	2	1	1	5	1	3	3	39
a. Number of Days	19	21	18	20	38	24	7	2	6	37	4	8	17	204
b. Average Length of Stay	5	5	9	7	6	3	4	2	6	7	4	3	5	
Off-Site Consultations	9	15	18	6	23	29	17	16	15	11	10	15	15	184
One Day Surgery	0	3	0	0	1	0	0	0	0	0	1	0	0	5
Emergency Room Visits	5	10	9	7	15	14	6	3	4	7	3	5	7	88
Off-Site Dialysis Treatments	0	0	0	0	0	0	0	0	1	1	1	1	0	4
Off-Site Diagnostics	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Patient Acuity														
Number of SSTI's	0	0	0	0	0	0	0	0	0	0	0	0	0	0
a. Confirmed MRSA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of MMWD	32	44	27	32	39	47	54	52	44	48	56	42	43	518
a. Alcohol	8	9	5	8	9	7	14	15	13	9	17	19	11	133
b. Opiate	18	19	12	17	19	25	25	21	16	25	22	12	19	281
c. Benzo	1	7	6	5	5	4	8	9	7	9	9	5	6	79
d. Mixed	5	9	4	2	6	11	7	8	8	5	8	6	7	79
Chronic Care Exams (# of CC Exams)	76	69	73	65	67	85	50	86	81	52	78	71	71	853
a. Pulmonary	22	22	22	19	21	32	18	33	26	24	26	31	25	296
b. Diabetes	9	6	10	6	1	5	3	5	2	1	5	2	5	58
c. HIV	0	0	0	0	1	4	0	3	2	0	2	2	1	14
d. HCV	9	17	10	7	15	15	10	10	6	5	6	5	10	115
e. Cardiovascular	13	13	14	20	15	18	13	23	19	1	21	15	15	185
f. Seizures	4	3	6	2	5	4	3	6	7	3	4	5	4	52
g. Other	19	8	11	11	9	7	3	6	19	18	14	11	11	136
Chronic Care Patients	135	148	164	181	177	192	197	187	156	120	135	141	161	1933
Special Needs Patients	4	5	5	7	9	7	6	9	8	3	8	8	7	
a. Wheelchair	0	0	0	0	0	0	2	2	2	1	1	1	1	9
b. Oxygen	1	2	1	1	2	0	0	0	0	0	0	0	1	7
c. Hearing/Visually Impaired	1	2	2	2	2	2	2	1	2	1	4	3	2	24
d. Walking Aids	2	1	1	3	3	3	0	4	4	1	2	4	2	28
e. Other Medical Devices	0	0	1	1	2	2	2	2	0	0	1	0	1	11
Patient Volume														
Inmates Seen by Provider	36	37	58	42	49	70	76	85	52	72	78	61	60	716
a. Sick Call	9	11	11	12	18	33	40	60	46	58	64	39	33	401
b. Chronic Care	27	26	46	30	31	36	34	25	6	14	14	22	26	311
c. Physicals (not CC)	0	0	1	0	0	1	2	0	0	0	0	0	0	4
Inmates seen by NP/PA	179	194	177	178	150	167	152	193	184	184	160	194	173	2072
a. Sick Call	86	54	82	61	66	63	67	117	115	129	117	146	92	1103
b. Chronic Care	93	100	91	117	83	104	85	76	69	54	43	48	80	962
c. Physicals (not CC)	0	0	4	0	1	0	0	0	0	1	0	0	1	6
Inmates seen by Dentist	69	75	66	59	92	69	78	55	42	47	50	62	64	764
a. Initial Exam/Eval	34	43	35	35	47	39	41	31	26	29	31	35	36	425
b. X-Rays	19	20	15	12	25	16	23	11	4	11	10	15	15	181
c. Annual Visits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Fillings	1	6	9	2	10	2	4	0	0	0	0	0	3	34
e. Extractions	15	6	7	10	10	12	10	13	12	7	9	12	10	123
Mental Health Visits	186	226	208	194	202	243	224	232	194	184	199	268	213	2556
a. Psychiatrist	63	72	52	47	53	45	43	50	54	47	47	44	51	617
b. Psychologist	0	0	0	0	0	0	0	0	0	0	0	0	0	0
c. Psych NP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Social Worker	123	154	156	147	149	198	181	182	140	137	152	214	161	1938
e. Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
f. Groups	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals by Medical	2	0	42	57	58	113	82	82	91	91	83	74	65	775
Constant Watch (ordered)	38	31	29	46	34	52	47	35	13	26	27	34	34	412
Nursing Staff Visits	1390	2818	2991	2864	2365	2696	2921	3026	2315	2076	1541	1755	2554	30642
a. Intake Screen	202	191	189	168	149	246	214	246	202	209	167	131	193	2314
b. Physicals	71	41	54	56	40	68	47	77	72	55	68	55	59	704
c. RN Sick Call	416	542	609	549	549	562	542	682	623	1005	474	558	593	7121
d. BGFS	1278	1330	1523	1272	1065	647	682	849	404	122	108	219	792	9499
e. Treatments	487	515	403	596	932	985	1230	1093	951	620	658	746	768	9216
f. Unscheduled Visits	226	199	203	223	230	188	206	79	67	65	66	46	150	1798
Nursing Staff Vacancies	1	2	2	1	1	1	2	2	2	2	3	2	2	21

Correctional Medical Care Monthly Statistical Report

Year: 2016

Site Name: Schenectady County Jail
Submitted By: Kimberly Burroughs

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YEAR (AVG & TOTAL)	
													AVG	TOTAL
On-Site Services														
Hemodialysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lab Tests	368	330	384	274	387	416	290	386	348	301	291	324	342	4083
a. Number Non-Form Labs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
X-Rays	12	11	20	17	13	21	18	34	18	21	17	19	18	221
Ultrasound	1	2	3	1	0	1	1	1	0	0	0	2	1	17
EKG	0	8	8	3	7	13	0	6	5	0	14	8	6	72
Ophthalmology	0	21	14	0	25	22	0	11	13	10	25	23	14	164
Optometry	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ID Clinic	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Women's Health Care														
Pregnant	6	5	4	2	2	3	2	2	3	1	1	5	3	32
Deliveries	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Terminations of Pregnancy/Abortions	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Referrals Off-Site for OB	3	4	2	0	0	4	0	0	0	0	0	1	1	14
Referral Off-Site for GYN	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Contraceptions Ordered	0	0	0	1	1	0	1	0	0	0	0	0	0	3
Methadone Usage	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pharmaceutical														
# of Active Orders/Prescriptions	1942	2155	1198	791	949	950	961	887	782	737	865	877	1081	13094
# of I/M on Meds	357	356	269	226	380	373	249	520	371	359	389	452	358	4381
# of Non Formulary Meds	11	16	13	53	66	49	37	10	13	4	6	11	24	289
# of I/M on Psych Meds	na	95	99	135	136	133	135	123	110	113	115	104	118	1238
# of Back Up Pharmacy Orders	117	79	62	20	15	39	24	25	5	22	15	37	38	460
# of I/M on Controlled Substances	21	15	9	6	13	12	16	10	11	5	6	6	11	156
Other:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Patient Screening and Preventative Care														
Immunizations	0	0	0	0	0	0	0	0	0	0	32	0	3	32
a. Influenza	0	0	0	0	0	0	0	0	0	0	32	0	3	32
b. Hepatitis A&B	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Planted PPDs	160	135	142	176	150	186	168	159	156	148	151	131	155	1864
a. X-Ray for Positive PPD	6	3	11	8	6	6	8	7	7	5	5	8	7	80
b. Number in Treatment	0	0	0	1	0	0	0	0	0	0	0	0	0	1
c. Number of Active Cases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Number of PPD to Staff	0	1	0	6	1	0	0	0	1	1	0	0	1	10
# of Tested STD's (non HIV)	113	96	105	108	148	163	85	57	117	97	73	85	104	1247
a. Number of Treated STD's	4	2	3	1	3	4	1	5	11	1	2	2	3	38
b. DOH Reportable STD's	4	2	3	1	6	4	1	5	11	1	2	2	4	42
# HIV Tests Performed	36	34	37	36	47	49	42	53	55	49	38	41	43	517
a. Number of New + HIV	0	0	0	0	0	0	0	1	1	1	0	2	0	7
b. Number Receiving HARRT	0	0	0	1	1	5	5	8	5	2	0	0	2	27
Number of HCV tests	35	35	36	36	45	47	40	55	54	47	43	43	43	538
a. Number of New +HCV	1	1	0	1	3	2	1	4	3	0	0	3	2	16
b. Number on HCV Tx	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Risk Management														
Grievances	0	0	0	0	1	0	0	0	0	1	1	0	0	3
a. Formal	0	0	0	0	0	0	0	0	0	1	1	0	0	2
b. Informal/Resolved	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Refusals	0	37	3	11	15	10	32	2	5	7	1	0	10	123
a. Intake Process	0	0	0	0	0	0	0	0	1	0	0	0	0	1
b. Physicals	0	0	0	0	1	0	3	0	0	0	0	0	0	4
c. Appointments	0	0	3	0	0	0	0	0	0	0	0	0	0	3
d. Treatments	0	37	0	11	14	10	29	2	4	7	1	0	10	115
Sexual Assaults Reported	0	0	0	0	0	1	0	0	0	0	1	0	0	2
Hunger Strikes	0	0	0	0	0	1	1	1	1	0	0	0	0	4
Security Ordered Restraints	2	0	0	1	0	1	1	1	0	1	1	0	1	8
Man Down/Codes	26	18	12	13	24	17	3	17	17	20	13	11	16	144
Suicide Attempts	0	0	0	0	1	2	0	1	1	0	0	1	1	6
Deaths	1	0	0	0	0	1	0	0	0	0	0	0	0	2

Correctional Medical Care Monthly Statistical Report

Year: 2017 Site Name: Schenectady County Jail Submitted By: Kimberly Burroughs	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YEAR (Jan - Dec)	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Daily Population	301	273	277	282	280	302	302	300	301	297	276	273	289	
a. County	294	269	270	278	273	296	296	300	301	297	276	271	285	
b. Feds	0	0	1	0	1	1	1	0	0	0	0	0	0	
c. Ice	0	0	0	0	0	0	0	0	0	0	0	0	0	
d. Boarders	7	6	6	4	6	5	5	0	0	0	0	0	3	
Utilization Review														
Hospital Admissions	6	2	4	6	2	3	1	2	4	3	1	1	3	35
a. Number of Days	29	11	8	12	8	5	6	13	6	7	3	7	10	115
b. Average Length of Stay	5	6	2	2	4	2	6	7	2	2	3	7	4	
Off-Site Consultations	12	11	12	14	21	25	22	26	29	36	34	31	23	273
One Day Surgery	0	0	0	0	0	1	1	2	1	1	1	0	1	7
Emergency Room Visits	8	3	10	9	7	6	6	7	8	12	8	2	7	86
Off-Site Dialysis Treatments	12	11	14	12	14	13	12	6	0	0	0	0	8	94
Off-Site Diagnostics	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Patient Acuity														
Number of SSTI's	0	2	1	1	0	1	0	0	1	0	1	0	1	7
a. Confirmed MRSA	0	2	1	1	0	1	0	0	1	0	1	0	1	7
Number of MMWD	33	32	49	49	44	48	49	48	42	57	44	34	44	529
a. Alcohol	11	9	12	15	14	13	15	11	16	20	14	10	13	160
b. Opiate	13	12	21	23	18	26	24	22	14	22	16	12	19	223
c. Benzo	5	5	9	6	4	2	3	6	2	3	7	4	5	56
d. Mixed	4	6	7	5	8	7	7	9	10	12	7	8	8	90
Chronic Care Exams (# of CC Exams)	89	73	89	71	84	90	73	86	86	78	61	50	78	930
a. Pulmonary	27	30	28	24	27	33	28	39	27	26	21	13	27	323
b. Diabetes	8	4	7	8	8	4	5	3	5	4	4	4	5	64
c. HIV	1	3	1	1	2	1	0	2	2	1	0	1	1	15
d. HCV	12	3	13	8	9	11	5	8	17	16	5	10	10	117
e. Cardiovascular	21	17	23	21	19	20	18	18	21	14	18	10	18	220
f. Seizures	4	2	9	3	5	5	6	5	5	7	3	4	5	58
g. Other	16	14	8	6	14	16	11	11	9	10	10	8	11	133
Chronic Care Patients	176	123	180	178	192	202	191	196	171	198	135	145	174	2087
Special Needs Patients	5	4	6	7	4	5	5	7	6	7	5	5	6	
a. Wheelchair	1	1	1	2	1	2	1	1	1	1	0	0	1	12
b. Oxygen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
c. Hearing/Visually impaired	0	1	4	3	1	0	0	0	0	0	0	0	1	9
d. Walking Aids	3	2	1	2	2	2	3	5	5	4	3	4	3	36
e. Other Medical Devices	1	0	0	0	0	1	1	1	0	2	2	1	1	9
Patient Volume														
Inmates Seen by Provider	76	72	75	68	84	72	67	91	104	117	106	178	93	1110
a. Sick Call	47	49	50	45	46	40	44	58	62	69	69	103	57	682
b. Chronic Care	29	23	25	23	36	32	23	33	42	47	37	57	34	407
c. Physicals (not CC)	0	0	0	0	2	0	0	0	0	1	0	18	2	21
Inmates seen by NP/PA	172	155	219	216	221	257	262	245	181	208	112	83	194	2331
a. Sick Call	112	128	153	132	149	177	167	168	138	133	72	42	131	1571
b. Chronic Care	60	27	66	84	72	80	95	77	43	73	40	38	63	755
c. Physicals (not CC)	0	0	0	0	0	0	0	0	0	2	0	3	0	5
Inmates seen by Dentist	59	60	55	66	56	74	69	47	54	76	50	61	61	727
a. Initial Exam/Eval	33	34	33	35	38	44	45	32	34	42	27	36	36	433
b. X-Rays	20	16	19	19	13	22	18	10	16	23	21	20	18	217
c. Annual Visits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Fillings	0	0	0	0	0	0	0	0	0	0	0	0	0	0
e. Extractions	6	10	3	12	5	8	6	5	4	11	2	5	6	77
Mental Health Visits	224	219	251	255	262	225	241	239	261	268	219	220	240	2884
a. Psychiatrist	45	48	57	43	64	51	63	70	65	82	31	72	56	691
b. Psychologist	0	0	0	0	0	0	0	0	0	0	0	0	0	0
c. Psych NP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Social Worker	179	171	194	212	198	174	178	169	196	186	188	148	183	2193
e. Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
f. Groups	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals by Medical	73	69	82	100	79	136	85	95	91	86	63	77	86	1036
Constant Watch (ordered)	29	23	28	24	24	32	31	44	28	31	32	27	29	353
Nursing Staff Visits	2302	2053	2091	2746	2806	3231	3163	2490	2278	2374	2073	1826	2459	29513
a. Intake Screen	171	135	144	135	159	210	168	174	151	115	96	78	145	1736
b. Physicals	53	51	65	40	54	43	43	38	34	33	22	16	41	492
c. RN Sick Call	552	383	386	356	482	678	789	455	424	319	207	340	448	5371
d. BGFS	413	507	625	981	1025	1091	1060	619	814	856	841	578	784	9410
e. Treatments	1018	934	819	1182	1092	1131	1034	1124	796	983	852	768	978	11733
f. Unscheduled Visits	95	43	52	52	74	78	69	80	59	68	55	46	64	771
Nursing Staff Vacancies	0	0	0	0	2	2	3	1	0	0	1	1	1	10

Correctional Medical Care Monthly Statistical Report

Year: 2017

Site Name: Schenectady County Jail
Submitted By: Kimberly Burroughs

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YEAR (AVG & TOTAL)	
													AVG	TOTAL
On-Site Services														
Hemodialysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lab Tests	314	357	255	303	344	332	357	382	269	403	247	231	316	3794
a. Number Non-Form Labs	0	1	0	2	1	2	0	3	2	0	1	1	1	13
X-Rays	18	16	28	21	21	25	24	28	21	33	23	25	24	283
Ultrasound	1	3	1	1	0	2	1	0	1	2	0	0	1	12
EKG	8	8	8	16	9	13	6	16	14	12	7	11	11	128
Ophthalmology	13	18	22	19	16	15	0	26	15	37	11	20	18	212
Optometry	0	0	0	0	1	0	0	0	1	0	0	0	0	2
ID Clinic	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Women's Health Care														
Pregnant	4	4	3	2	1	3	2	3	4	2	1	3	3	36
Deliveries	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Terminations of Pregnancy/Abortions	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals Off-Site for OB	0	2	2	2	2	2	1	1	1	1	1	0	1	15
Referral Off-Site for GYN	0	0	1	0	0	1	1	0	0	0	0	0	0	9
Contraceptions Ordered	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Methadone Usage	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pharmaceutical														
# of Active Orders/Prescriptions	909	764	732	769	1010	965	759	1003	844	894	789	906	862	10344
# of I/M on Meds	221	531	545	566	613	659	737	801	858	547	603	649	611	7330
# of Non Formulary Meds	6	3	9	12	12	11	15	19	16	9	11	16	12	139
# of I/M on Psych Meds	117	107	95	309	133	119	105	130	120	122	110	111	132	1578
# of Back Up Pharmacy Orders	43	16	35	42	35	49	19	41	37	26	28	32	34	403
# of I/M on Controlled Substances	10	9	12	10	13	7	13	12	13	10	10	14	11	138
Other:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Patient Screening and Preventative Care														
Immunizations	0	0	0	0	0	0	0	0	0	36	0	0	3	36
a. Influenza	0	0	0	0	0	0	0	0	0	36	0	0	3	36
b. Hepatitis A&B	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Planted PPDs	133	108	161	134	159	165	120	161	160	144	111	103	138	1659
a. X-Ray for Positive PPD	9	8	13	10	16	18	10	9	7	8	6	5	10	119
b. Number in Treatment	1	0	0	0	0	0	0	0	0	0	0	0	0	1
c. Number of Active Cases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Number of PPD to Staff	2	0	3	3	0	1	0	3	2	1	0	0	1	15
# of Tested STD's (non HIV)	74	86	71	89	94	79	119	96	54	45	44	43	75	894
a. Number of Treated STD's	2	5	0	2	2	7	5	3	6	4	7	5	4	48
b. DOH Reportable STD's	2	5	0	2	2	7	5	3	6	4	7	5	4	48
# HIV Tests Performed	40	41	34	40	43	42	55	44	29	52	21	20	38	461
a. Number of New + HIV	1	3	1	1	2	1	0	1	2	0	0	0	1	12
b. Number Receiving HARRT	0	0	0	0	0	7	4	0	0	0	0	0	1	11
Number of HCV tests	51	44	34	48	49	45	60	52	33	65	9	28	43	518
a. Number of New +HCV	9	3	8	8	9	8	5	8	13	10	5	5	8	91
b. Number on HCV Tx	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Risk Management														
Grievances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
a. Formal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Informal/Resolved	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Refusals	2	12	11	0	2	0	0	0	1	2	0	0	3	30
a. Intake Process	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Physicals	0	1	0	0	0	0	0	0	0	0	0	0	0	1
c. Appointments	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Treatments	2	11	11	0	2	0	0	0	1	2	0	0	2	29
Sexual Assaults Reported	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hunger Strikes	0	1	1	1	0	0	0	0	0	0	0	0	0	3
Security Ordered Restraints	0	1	0	1	0	0	0	1	0	0	0	0	0	3
Man Down/Codes	10	14	7	10	9	10	9	8	5	6	7	4	8	99
Suicide Attempts	1	0	1	0	0	0	0	0	0	1	0	1	6	4
Deaths	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Drug Name

- 1 TRAZODONE HCL 100MG TAB
- 2 BANOPHEN 50MG CAP
- 3 CETIRIZINE HCL 10MG TAB
- 4 HYDROXYZINE PAM 50MG CAP
- 5 RANITIDINE HCL 150MG TAB
- 6 SERTRALINE HCL 100MG TAB
- 7 AMOXICILLIN 500MG CAP
- 8 SERTRALINE HCL 50MG TAB
- 9 OMEPRAZOLE 20MG CAP
- 10 NASAL DECONGESTANT .05% SPR
- 11 AMOXICILLIN-CLAVULANATE 875-125MG TAB
- 12 LORATADINE 10MG TAB
- 13 VENTOLIN HFA INHALER AER
- 14 HYDROXYZINE PAMOATE 25MG CAP
- 15 SULFAMETHOXAZOLE-TRIMETHOPRIM 800-160 TAB
- 16 DOCUSATE SODIUM 100MG CAP
- 17 GABAPENTIN 300MG CAP
- 18 NAPROXEN 500MG TAB
- 19 METFORMIN HCL 500MG TAB
- 20 QUETIAPINE FUMARATE 100MG TAB
- 21 QVAR 80MCG AER
- 22 HYDROCERIN CRM
- 23 MIRTAZAPINE 30MG TAB
- 24 GABAPENTIN 600MG TAB
- 25 DIVALPROEX SODIUM ER 500MG TAB
- 26 TRAZODONE HCL 50MG TAB
- 27 PAIN RELIEVER PLUS TAB
- 28 CLINDAMYCIN HCL 150MG CAP
- 29 DIVALPROEX SODIUM 500MG DR TAB
- 30 BUPROPION HCL ER (XL) 150MG TAB
- 31 QUETIAPINE 50MG TAB
- 32 HYDROCODONE-ACETAMINOPHEN 5-325MG TAB
- 33 CYPROHEPTADINE HCL 4MG TAB
- 34 ANTI-DANDRUF 1%
- 35 TOPIRAMATE 50MG TAB
- 36 HYDROCORTISONE 1% CREM
- 37 LEVETIRACETAM 500MG TAB
- 38 AZITHROMYCIN 250MG TAB
- 39 ASPIRIN 325MG EC TAB
- 40 ANALGESIC BALM
- 41 BUPROPION HCL ER (XL) 300MG XL TAB
- 42 LISINOPRIL 20MG TAB
- 43 FLUTICASONE PROPIONATE 50MCG SPR
- 44 ESCITALOPRAM OXALATE 10MG TAB
- 45 MIRTAZAPINE 15MG TAB
- 46 BANOPHEN 25MG CAP



**Non-Collusive Bidding Certificate pursuant to Section 103-D of the
NEW YORK STATE GENERAL MUNICIPAL LAW**

- 1.) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - a.) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- 2.) A bid shall not be considered for award nor shall any award be made where (a), (b), and (c) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (a), (b), and (c) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Department, or his designee, to the political subdivision, public department, agency, or official thereof to which the bid is made determines that such disclosure was not made for the purpose of restricting competition.
- 3.) The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
- 4.) Any bid hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph 1 of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature

Title

Company Name

Date



**Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law
Iranian Energy Sector Divestment**

- 1.) By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph(b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2.) A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - a.) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
or
 - b.) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Company Name

Date



Schenectady County Request for Bid
JAIL WATER SOFTENER REPLACEMENT
RFB-2018-21
Schenectady County Standard Forms-Board of Directors Resolution

FOR CORPORATE BIDDERS ONLY

RESOLVED, that _____ be authorized to sign and submit

(Name of Corporation)

the bid or proposal of this corporation for the following project:

And to include in such bid or proposal the certificate as to non-collusion required by action one hundred three-dollars of the General Municipal Law as the act or deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidders shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ Corporation at a meeting of its Board of Directors
held on the _____ day of _____, 20____.

(SECRETARY)

(SEAL)



Schenectady County Request for Bid
 JAIL WATER SOFTENER REPLACEMENT
 RFB-2018-21

Bidder's Qualifications

Company Name/Stamp _____

BIDDER'S QUALIFICATIONS

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor? _____ Years.
2. List up to three (3) projects of this nature that you have completed in the last three (3) years and give the name, address and telephone number of a reference from each. Also, give the completion date, the original contract bid price and the completed cost of each project listed.

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Have you ever failed to complete work awarded to you? If so, state where and why.

5. Do you plan to sublet any part of this work? If so, give details.

6. What equipment do you own that is available for this work?



Schenectady County Request for Bid

JAIL WATER SOFTENER REPLACEMENT

RFB-2018-21

Bidder's Qualifications

Company Name/Stamp _____

7. What equipment do you plan to rent or purchase for this work?

8. Have you ever performed work under the direction of a Professional Engineer or registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

9. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

10. Give a summary of your financial statement. List assets and liabilities; use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information to the Owner within forty-eight (48) hours of the opening of the Bids.



Schenectady County Request for Bid

JAIL WATER SOFTENER REPLACEMENT

RFB-2018-21

Bidder's Qualifications

Company Name/Stamp _____

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information be furnished.

CORPORATION NAME OF BIDDER

a. The business is a _____

b. The address of the principal place of business is:

c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Signature



MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION

It is the policy of Schenectady County that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are afforded maximum opportunities to participate in the performance of contracts let by the County and its agencies. The Schenectady County Equal Employment Opportunity and Affirmative Action Plan is dedicated to ensuring that MBE and WBE qualifications are considered in awarding County contracts for public works and construction. It is the policy of Schenectady County that contractors and subcontractors utilize minority and female labor in performance of County public works contracts, to the extent possible, as set forth herein.

Bid Specification Levels and Requirements

Bid specifications prepared by the Schenectady County Purchasing Department for construction contracts in excess of \$200,000 will be subject to Affirmative Action performance targets.

Some federally-assisted and/or state-assisted County projects may include workforce participation goals for minorities and females that differ from the County goals above. In such cases Schenectady County will strive to reach the higher of the workforce participation goals.

Funding for this project is provided by:

County State Federal
Please see attachment for further participation goals.

Bid specifications prepared by the Schenectady County Purchasing Department in excess of \$200,000 also carry a requirement for utilization of apprenticeship programs as set forth in County Resolution. The County encourages bidders to facilitate the participation of minority and female workforces in apprenticeship programs. Bid specifications requiring apprenticeship requirements will be designated as such in the bid.

For plan purposes, state certified MBEs and WBEs are defined as those certified as such by the New York State Empire Development Agency (ESD).



Vendor Compliance

Schenectady County will monitor vendor compliance with the Plan via monitoring provisions such as:

- Regular submission of employment and payroll reports
- MBE and WBE participation forms
- Subcontract utilization and participation reports

The County MBE and WBE goals will be included in all County construction contracts greater than \$200,000. Contract solicitations will specify that the successful bidder is required to submit MBE and WBE participation information and that as a condition of receiving the contract the bidder must meet the County MBE and WBE goals or demonstrate to the County that it made good faith efforts to do so.

In the event that a successful bidder is a state-certified MBE or WBE it is deemed that the appropriate minority (for MBEs) or female (for WBEs) project participation goal has been met. If the successful bidder is not a state-certified MBE or WBE then the bidder shall provide the County the following information regarding MBE and WBE participation in the project:

- Name and address of each participating MBE and WBE
- Description of the work to be performed by each MBE and WBE firm
- Contracted dollar value of the work to be performed by each MBE and WBE firm

MBE and WBE participation information will be required prior to committing the County to award the contract to the apparent successful bidder.

If the contracted goals are not met the bidder must demonstrate to the County that it made good faith efforts to meet the County goals. These efforts may include:

- Whether the bidder contacted the County Affirmative Action Manager regarding certified MBE and WBE firms
- Whether the bidder advertised subcontracting opportunities in general circulation, trade association, or minority-focused media
- Whether the bidder provided written notice to MBE and WBE firms soliciting these firms' interest in participation prior to contract implementation
- Whether the bidder provided interested MBEs and WBEs with adequate information about the plans, specifications, and requirements of the contract
- Whether the bidder negotiated in good faith with interested MBE and WBE firms
- Whether the bidder engaged in community outreach with local organizations in a position to recruit and provide assistance to MBE and WBE firms

Successful bidders will be required to submit subcontractor utilization and participation reports and employment and payroll reports to the County on a regular basis. The County may also engage in other activities it deems appropriate to ensure bidder compliance with respect to meeting targeted MBE and WBE goals. For example, the County may utilize desk audits, on-site reviews, and/or subcontractor interviews.



Schenectady County Request for Bid
JAIL WATER SOFTENER REPLACEMENT
RFB-2018-21
MINORITY AND WOMEN OWNED BUSINESS UTILIZATION

Should the County find that successful bidders have not complied with County MBE and WBE requirements, including failure to make a good faith effort at meeting these requirements, the bidder will be promptly notified that it has been found noncompliant with details of the noncompliance made available. In such cases, the County reserves the right to take actions to remedy the situation that may include withholding of future contract payments, disqualification from future contracting opportunities, or cancellation of the contract and declaration of forfeiture of any performance bond.

Waivers

In certain instances it may be impossible or impracticable for a bidder to comply with County MBE and WBE requirements. In such cases a successful bidder may submit a MBE/WBE Waiver Request to the County Purchasing Agent asking to be released from County MBE and WBE requirements.

Included are the goals related to the Schenectady County Glendale Home project, instructions and reporting requirements are also included:

Affirmative Action performance targets for County Funded Projects are:

- 5% of the dollar value of the contract will be awarded to state-certified MBEs
- 5% of the workforce participation on the project will be minority
- 5% of the dollar value of the contract will be awarded to state-certified WBEs
- 5% of the workforce participation on the project will be female

MINORITY AND WOMEN OWNED BUSINESS UTILIZATION

FORM A1

Schenectady County Workforce Utilization Report

Compliance with minority group employment levels shall mean hiring and maintaining a minimum of 5% minority workforce on County construction projects; and compliance with women group employment levels shall mean hiring and maintaining a minimum of 5% female workforce on County construction projects. Failure to include MWBE Participation Report will render the entire proposal not reasonably susceptible of being selected for award and cause the County to withhold further consideration.

Prime Contractor: _____ Contact Person: _____
 Sub Contractor: _____ Contact Person: _____
 Address: _____ E-Mail: _____
 City/State/Zip _____
 Telephone: _____ Fax Number: _____
 Project Name: _____
 Contract #: _____ Contract Name: _____
 Contract Person: _____ E-mail: _____
 Report Date: _____

***Workforce to be utilized on the approved contract

Trade or Job Category	Overall Totals (Sum of A thru E)		White (A) Not of Hispanic Origin		Black (B) Not of Hispanic Origin		Hispanic (C)		Asian (D) Pacific Islander		Amer. Indian or (E) Alaskan Native	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive/Senior Level Officials and Managers												
First/Mid Level Officials and Managers												
Professionals												
Technicians												
Workers:												
Administrative Support Workers												
Craft Workers												
Operators												
Laborers and Helpers												
Service Workers												
Total												

I certify that the information submitted on this report is in fact true and correct to the best of my knowledge.
 Information Provided By: _____ Signature: _____ Title: _____ Date: _____

PRIME CONTRACTOR PROJECT DETAIL
 Workforce Utilization Report

COMPANY NAME:			PROJECT #
ADDRESS:	TOTAL DOLLAR AMOUNT AWARDED TO YOUR FIRM		
EMAIL ADDRESS:	PHONE:	FAX:	
PROJECT NAME:	Contract #:	CERTIFICATION STATUS	MBE
	Contact Name:		WBE

DESCRIPTION OF THE SCOPE OF SERVICES AND/OR TYPE OF MATERIALS TO BE SUPPLIED BY MWBE FIRM ON THIS PROJECT

M/WBE Firm(s) Participating on the Project (Name, Address, Phone)	Date	Amount	Description of Work	Anticipated Start Date	End Date	% of Contract

I, _____, representative of _____ declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Schenectady.

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

SIGNATURE	TITLE	DATE
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MINORITY AND WOMEN OWNED BUSINESS UTILIZATION

FORM C1

MWBE SUBCONTRACTOR PROJECT DETAIL REPORT
Workforce Utilization Report

COMPANY NAME:			PROJECT #
ADDRESS:	TOTAL DOLLAR AMOUNT AWARDED TO YOUR FIRM		
EMAIL ADDRESS:	PHONE:	FAX:	
PROJECT NAME:	Contract #:	CERTIFICATION STATUS	MBE
	Contact Name:		WBE

DESCRIPTION OF THE SCOPE OF SERVICES AND/OR TYPE OF MATERIALS TO BE SUPPLIED BY MWBE FIRM ON THIS PROJECT	MWBE Firm(s) Participating on the Project	Payments made this Month	Payments made to Date	% of Contract

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

SIGNATURE	TITLE	DATE

MINORITY AND WOMEN OWNED BUSINESS UTILIZATION

MWBE SUBCONTRACTOR PROJECT DETAIL REPORT
Workforce Utilization Report

FORM C2

COMPANY NAME:		PROJECT #	
ADDRESS:		TOTAL DOLLAR AMOUNT AWARDED TO YOUR FIRM	
EMAIL ADDRESS:		PHONE:	
PROJECT NAME:		FAX:	
Contract #:		CERTIFICATION STATUS	
Contract Name:		MBE	
Contract Name:		WBE	
DESCRIPTION OF THE SCOPE OF SERVICES AND/OR TYPE OF MATERIALS TO BE SUPPLIED BY MWBE FIRM ON THIS PROJECT			
EST. START DATE			
EST. COMPLETION DATE			
AMOUNT OF CONTRACT			
% OF BID			
I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.			
SIGNATURE		DATE	
TITLE			

