AGENDA

HEALTH COMMITTEE

FEBRUARY 27, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

1. LOCAL LAW NO. “S” FOR 2018: A LOCAL LAW TO REQUIRE HOSPITALS TO POST THEIR POLICIES ON REPRODUCTIVE HEALTHCARE, NON-DISCRIMINATION, CHARITY CARE AND ADMISSIONS IN ALBANY COUNTY

2. RESOLUTION NO. 494 FOR 2018: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “S” FOR 2018

3. RESOLUTION NO. 524 FOR 2018: REAFFIRMING THE TERMS OF LOCAL LAW “L” FOR 2018

4. AUTHORIZING AN AGREEMENT WITH NMS LABS REGARDING FORENSIC TOXICOLOGY LABORATORY SERVICES

CURRENT BUSINESS:

5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES REGARDING THE OPIOID RESPONSE GRANT
6. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO BLUESHIELD OF NORTHEASTERN NEW YORK REGARDING GRANT FUNDING RELATED TO INCREASING THE AVAILABILITY OF DIABETES AWARENESS PROGRAMS IN ALBANY COUNTY
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Health Committee of the Albany County Legislature met on January 30, 2019. Chairman R. Joyce, Mr. Domalewicz, Mss. McLean Lane, Lekakis, Messrs. Drake and Hogan were present. Messrs. Cahill, Ward and Ms. Willingham were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously Approved.

1. Local Law No. “S” for 2018: A Local Law to require Hospitals to post their policies on Reproductive Healthcare, Non-discrimination, Charity Care and Admissions in Albany County: Tabled at the request of the sponsor.

2. Resolution No. 494: Public Hearing on proposed Local Law No. “S” for 2018: Tabled at the request of the sponsor.

3. Resolution No. 524: Reaffirming the terms of Local Law “L” for 2018: Tabled at the Request of the Sponsor.

4. Authorizing An Agreement With Albany Medical Center Regarding Morgue And Laboratory Services: The County Coroner requested authorization to enter into an agreement with Albany Medical Center for morgue and laboratory services in an amount not to exceed $494,000 for a term commencing December 1, 2018 and ending December 31, 2019, and stated that the Albany Medical Center is a comprehensive health science center with extensive experience providing state of the art morgue and laboratory services to Albany County. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with NMS Labs Regarding Forensic Toxicology Laboratory Services: Tabled at request of sponsor.

6. Authorizing An Agreement With Better Health Of Northeast New York Inc. Regarding Behavioral Health Stabilization Services: The Commissioner of the Department of Mental Health requested authorization to enter into an agreement with Better Health of Northeast New York, Inc. (BHNNY) regarding the Behavioral Health Community Crisis Stabilization Project for a term commencing February 1, 2019 and ending January 31, 2020, in an amount not to exceed $243,657 to provide crisis stabilization services in the community and reduce unnecessary hospitalizations. After a brief discussion,
the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Amending Resolution No. 60 For 2018 Regarding The Million Hearts Program: The Albany County Legislature authorized an agreement with the National Association of City and County Health Officials (NACCHO) regarding the Million Hearts in Municipalities program for enhanced efforts to prevent cardiovascular disease and to implement community health strategies, in an amount not to exceed $30,000, for a term commencing January 1, 2018 and ending June 30, 2018. The Commissioner of the Department of Health requested authorization to extend the agreement with NACCHO regarding the Million Hearts in Municipalities program to March 15, 2019 rather than June 30, 2018. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

8. Authorizing An Agreement With The New York State Department Of Health Regarding A Rabies Program And Amending The 2019 Health Department Budget: The Commissioner of the Department of Health was notified of a grant award from the New York State Department of Health regarding rabies program funding to cover reimbursement for the cost of mandatory human rabies treatment, preparation and shipment of animal specimens, pet vaccination clinics, and education and prevention activities. The Commissioner requested approval to accept the grant funding and enter into an agreement with the New York State Department of Health regarding this program, in a total amount of $147,216, for a term commencing April 1, 2019 and ending March 31, 2022, and amend their 2019 Department budget. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully Submitted,
THE HEALTH COMMITTEE

RAYMOND F. JOYCE, Chairperson
TODD A. DRAKE
CHARLES CAHILL JR.
GARY DOMALEWIECZ
LYNNE LEKAKIS

WANDA F. WILLINGHAM
ALISON MCLEAN LANE
SEAN WARD
BRIAN HOGAN
LOCAL LAW NO. “S” FOR 2018

A LOCAL LAW TO REQUIRE HOSPITALS TO POST THEIR POLICIES ON REPRODUCTIVE HEALTHCARE, NON-DISCRIMINATION, CHARITY CARE AND ADMISSIONS IN ALBANY COUNTY

Introduced: 9/12/18
By Mr. Cahill:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Legislative Intent.

The Legislature finds that hospitals should post their policies on reproductive healthcare, end-of-life care, non-discrimination, charity care and admissions so that patients are informed whether the medical service they are seeking will be provided to them.

Section 2. Definitions

As used in this Local Law, the following terms shall have the meanings indicated:

(a) “Hospital” shall have the same meaning as provided in the relevant section of the New York State Law.

Section 3. Requirements.

A hospital located in Albany County shall publicly post on their web site their policies on reproductive healthcare, end-of-life care, non-discrimination, charity care and admissions.

Section 4. Rules and Regulations.

The Albany County Department of Health may promulgate such rules and regulations as it deems necessary to implement and enforce the provisions of this Local Law.

Section 5. Applicability.

This article shall apply to all actions occurring on or after the effective date of this Local Law.

Section 6. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm,
partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law, or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 7. Effective Date.

This Local Law shall take effect within ninety (90) days of its filing with the Secretary of State.

_Referred to Law and Health Committees– 9/12/18_
RESOLUTION NO. 494

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “S” FOR 2018

Introduced: 10/9/18
By Mr. Cahill:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “S” for 2018, “A LOCAL LAW TO REQUIRE HOSPITALS TO POST THEIR POLICIES ON REPRODUCTIVE HEALTHCARE, NON-DISCRIMINATION, CHARITY CARE AND ADMISSIONS IN ALBANY COUNTY” be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, October 23, 2018, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law and Health Committee - 10/9/18
RESOLUTION NO. 524

Reaffirming the Terms of Local Law “L” for 2018

Introduced: 11/13/18
By: Burgdorf

WHEREAS, The Albany County Legislature enacted Local Law No. “L” for 2018 entitled “A Local Law of the County of Albany, New York Regulating the Use of Polystyrene Foam Disposable Food Service Ware and Requiring the Use of Compostable or Recyclable Food Service Ware by Food Service Establishments in Albany County by Amending Local Law No. 4 for 2013”, and

WHEREAS, Said legislation was signed by the County Executive, filed with the Office of the Secretary of State, and has thereby been enacted and will take effect six months subsequent to filing in the Office of Secretary of State, and

WHEREAS, The Legislature was concerned with the potential negative impacts of the aforementioned legislation, including impacts on not-for-profit entities, and therefore included Section 6 entitled “Waiver” in the legislation which authorized the Albany County Department of Health to grant a waiver from the application of specific provisions of the legislation if there is undue financial hardship or other factors which would render compliance unreasonable, and

WHEREAS, The Commissioner of Health has stated that the regulatory structure and the waiver - which “shall not be unreasonably denied” - has not yet been drafted and approved, and

WHEREAS, Albany County Legislators specifically identified the financial impact on not-for-profit entities who service senior citizens and other frail communities in the County by providing them congregate meals and home delivered meals as likely applicants for Section 6 waivers, and

WHEREAS, The Legislature never intended to reduce the nutritional food volume and value of congregate and home delivered meal programs in order to make up for increases in pricing for temperature retaining packaging costs, and

WHEREAS, The County of Albany has contracts with various not-for-profit entities to provide congregate and home delivered meals to senior citizens and others who may qualify, and

WHEREAS, Many of the aforementioned, as well as additional county associated entities use polystyrene products, especially in the delivery of hot and cold items to citizens, and
WHEREAS, Based upon the information received, the contracts for these services do not permit the not-for-profit entities to increase their contract price if their costs rise, and

WHEREAS, The aforesaid contracts, upon information and belief, do not permit unilateral modifications by either side, including the County of Albany, and

WHEREAS, The County Executive has issued a press release indicating he has signed an executive order that mandates all county agencies and vendors immediately end the use of polystyrene for food, now, therefore be it

RESOLVED, That the Albany County Legislature reaffirms the terms of Local Law “L” for 2018, including Section 6 permitting the Department of Health to issue waivers in certain circumstances, which includes congregate and home delivered meal providers or any County vendor, and, be it further

RESOLVED, That Albany County must have a hardship waiver process in place prior to the effective date of Local Law “L” of 2018, as not having the waiver process in place would deny vendors and businesses who are required to comply with the law their right to appeal to the Albany County Department of Health for a waiver to such law’s provisions, and, be it further

RESOLVED, That the Albany County Legislature hereby indicates to any outside vendor which may experience increased costs because of the elimination of polystyrene containers that the Legislature affirms its support to amend existing contracts, upon proof of such increased costs, and requests that any outside vendor so situated contact the County Attorney to re-negotiate their contract as the County Legislature does not wish Local Law “L” of 2018 to adversely impact its delivery of important constituent programs, and, be it further

RESOLVED, That not-for-profit vendors of the County asserting such increased costs to comply with pre-existing contracts shall be granted an immediate, temporary, automatic waiver from the provisions of Local Law “L” while they negotiate with the County Attorney for additional compensation for compliance with the law.

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Law and Health Committees – 11/13/18
Hon. Andrew Joyce, Chairman
Albany County Legislature
Albany, New York 12207

Hon. Dennis Feeney
Majority Leader
Albany, New York 12207

Hon. Frank Mauriello
Minority Leader
Albany, New York 12207

Re: Request for Legislative Action

Dear Chairman Joyce,

Attached please find the Albany County Coroner’s request for Legislative Action regarding Forensic Laboratory Services.

The Coroner’s office is requesting a contract agreement through National Medical Services now required. Albany Medical Center will no longer provide forensic laboratory services. Currently NMS Labs is providing services to Albany County through a client agreement. Basic Postmortem Toxicology fees will average $325.00 per case.

If you have any further questions, please do not hesitate to contact me at 445-7604.

Sincerely,

Timothy J. Cavanaugh – Senior Coroner
REQUEST FOR LEGISLATIVE ACTION
RLA #2983: Forensic Laboratory Services NMS Lab 3701 Welsh Rd. Willow Grove PA 19090

DATE: Tuesday, January 08, 2019

DEPARTMENT: Coroners

Contact Person: Helen Budka, Confidential Secretary

Telephone: 518-447-3069

Dept. Representative Attending Committee Meeting: Helen Budka, Timothy Cavanaugh ; Senior Coroner

PURPOSE OF REQUEST:
Adopting of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (see below) X
Contract Authorization (see below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No.
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING:
TYPE OF CONTRACT:
Change Order/Contract Amendment X
Purchase (Equipment/Supplies)
Lease (Equipment/Supplies)
Requirements Professional Services
Education/Training
Grant:
New
Renewal
Submission Deadline Date
Settlement of a Claim
Release of Liability
Other: (State briefly)
CONCERNING CONTRACT AUTHORIZATION (Cont'd)
STATE THE FOLLOWING:

| Contract Terms/Conditions: | NMS Labs  
3701 Welsh Rd.  
Willow Grove, PA 19090 |
<table>
<thead>
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<tbody>
<tr>
<td>Party (Name/Address)</td>
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<tr>
<td>Amount/Raise Schedule/Fee</td>
<td>$10,000.00</td>
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<tr>
<td>Scope of Services</td>
<td>Forensic Toxicology Services</td>
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<td>Contract Funding:</td>
<td></td>
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<td>Bond Res. No.:</td>
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<td>Date of Adoption:</td>
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CONCERNING ALL REQUESTS:

| Mandated Program/Service: | Yes |
| If Mandated Cite: Authority |     |
| Anticipated in Current Adopted Budget | No |
| County Budget Accounts:  |      |
| Revenue  |                    |
| Appropriation  | 44048 |
| Fiscal Impact - Funding: (Dollars or Percentages) | |
| Federal  |                    |
| State  |                    |
| County  |                    |
| Local  |                    |
| Term/Length of Funding: |                  |
| Impact on Pending Litigation | No |
| If yes, please explain:  |      |

Previous Requests for Identical or Similar Action:

| Resolution/Law Number |                  |
| Date of Adoption      |                  |

Justification: (State briefly why legislative action is requested)

AMC will no longer provide forensic laboratory services. Requesting contract with NMS Lab whom the County is already clients of their services.

Back-up Material Submitted: (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

http://acvsp2010/sites/CALM/Lists/RLA/Attachments/2983/NMS RLA.pdf

Submitted by: Helen Budka
Title: Timothy Cavanaugh ; Senior Coroner
NMS Labs is pleased to offer the Albany Medical Center the following analysis options and special pricing considerations for routine toxicology services.

Effective January 1st 2018 we have added the following compounds to our 8052B Postmortem Expanded panel: 4-ANPP, 6-Beta-Naltrexol - Free, Acetyl Fentanyl, Butyryl Fentanyl / Isobutyryl, Fentanyl, Carfentanil, Clonazolam, Delorazepam, Desmethylperamide, Dibutyline, Diclofazepam, Etozilam, Flubromazolam, Furanly Fentanyl, Loperamide, N-Ethyl Pentylone, para-Fluorobutyryl, Fentanyl / PIBF, Suvorexant, and U-47700. The addition of these compounds will greatly reduce the expenditures that will be needed for these types of findings.

NMS Labs keeps up to date on current compounds that are contributing to or causing death and keeps historical data on these compounds to help with public safety and awareness. This awareness and surveillance guides our decisions when updating our postmortem panels which is constantly being updated with new emerging compounds at no additional cost.

Pricing Effective Date: 11/01/2018
Pricing Expiration Date: 12/31/2019

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<tr>
<th>Test Number</th>
<th>Test Description</th>
<th>Price per Sample</th>
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<tbody>
<tr>
<td>8051B</td>
<td>Basic Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma</td>
<td>$150.00</td>
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<tr>
<td>8051U</td>
<td>Includes screening and quantitative confirmatory analysis for illicit drugs of</td>
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<tr>
<td>8051SP</td>
<td>abuse, alcohol and some therapeutic compounds as noted in the NMS Guide to</td>
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<td>Postmortem Services</td>
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<tr>
<td>8051FL</td>
<td>Basic Postmortem Toxicology Panel - Non-Routine Fluids</td>
<td>$300.00</td>
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<tr>
<td>8051TI</td>
<td>Basic Postmortem Toxicology Panel - Tissue</td>
<td>$325.00</td>
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<td>Use for routine postmortem toxicology testing of tissue samples and non-routine</td>
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<td>biological fluids (gastric contents, bile, purge fluid, etc.)</td>
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<tr>
<td>8052B</td>
<td>Expanded Postmortem Toxicology Panel – Blood, Urine, Serum/Plasma</td>
<td>$225.00</td>
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<tr>
<td>8052U</td>
<td>Includes screening and quantitative confirmatory analysis for 350+ therapeutic</td>
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<tr>
<td>8052SP</td>
<td>medications, illicit drugs of abuse and alcohol as noted in the NMS Guide to</td>
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<td>Postmortem Services</td>
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<td>8052FL</td>
<td>Expanded Postmortem Toxicology Panel – Non-Routine Fluids</td>
<td>$500.00</td>
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<td>8052TI</td>
<td>Expanded Postmortem Toxicology Panel – Tissue</td>
<td>$550.00</td>
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<td>Use for routine postmortem toxicology testing of tissue samples and non-routine</td>
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<td>biological fluids (gastric contents, bile, purge fluid, etc.)</td>
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<tr>
<td>8054B</td>
<td>Postmortem, Expanded with NPS, Blood</td>
<td>$525.00</td>
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<td>Includes screening and quantitative confirmatory analysis for 350+ therapeutic</td>
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<td>medications, illicit drugs of abuse, NPS drugs and alcohol as noted in the NMS</td>
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<td>Guide to Postmortem Services</td>
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<tr>
<td>8050U</td>
<td>Urine Drug Screen</td>
<td>$ 25.00</td>
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<td>Includes screening analysis of urine for illicit drugs of abuse with confirmation</td>
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<td>testing for Opiates and 6-MAM (Can be ordered In addition to Basic or Expanded</td>
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<td>drug screens)</td>
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<tr>
<td>8092B</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Blood, Urine, Serum/Plasma</td>
<td>$450.00</td>
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<td>8092U</td>
<td>Use as needed for cases requiring toxicologist consultation based on available</td>
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<td>8092SP</td>
<td>case history,</td>
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<td>Includes screening for over 600 drugs (therapeutic medications &amp; illicit drugs of</td>
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<td>abuse), metabolites, poisons and toxins as noted in the NMS Guide to Postmortem</td>
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<td>Services</td>
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<tr>
<td>8092FL</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Non-Routine Fluids</td>
<td>$600.00</td>
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<td>8092TI</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Tissue</td>
<td>$625.00</td>
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<td>Use as needed for cases requiring toxicologist consultation based on available</td>
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<td>case history.</td>
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RETURN Specimen Return/Handling $ 0.00

These services are designed to help you effectively manage your postmortem toxicology testing needs based on your projected annual volume of cases. Fees will be invoiced for each sample type analyzed based on the submitted analysis request. All other testing requested will be billed in accordance with the NMS Labs 2018 Fee Schedule.
LABORATORY SERVICES AGREEMENT  
Agreement No. [XXXXX]

National Medical Services, Inc. d/b/a NMS Labs ("NMS Labs") located at 3701 Welsh Road, Willow Grove, PA 19090, agrees to provide laboratory testing and related services for ____________________________ ("Client") located at ____________________________ pursuant to the terms and conditions of this Agreement.

I. SERVICES PROVIDED

a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.

b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement is [start date] and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from [start date] and ending on the Completion Date of [end date], unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties.

III. COMPENSATION

NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A and B.

IV. USE OF SUBCONTRACTORS

a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.

b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

V. USE OF NMS NETWORK LABS

Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its and/or American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) International ISO17025 accredited network laboratories to perform all or part of the work performed under this agreement.

VI. CLIENT RESPONSIBILITIES

a. Client's personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.

b. Client shall adhere to the sample requirements set forth by NMS Labs located at: http://www.nmslabs.com/sample-submission/

c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs' sample submission requirements, NMS Labs will proceed with the following action:

1) Provide notice to Client that testing cannot be performed on the samples provided by Client and;

2) Stop all work under the current Agreement until Client takes action to terminate or amend the

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential.
current Agreement
Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with thirty (30) days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

IX. PAYMENT

a. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.

b. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1%) per month or the maximum rate that the law permits, whichever is less.

c. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.

d. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

XII. CONFIDENTIALITY

Each party shall hold all Confidential Information in confidence. Neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement "Confidential Information" means all terms of this Agreement, all information and know-how of a scientific, technical, operational or economic nature, the results of analysis provided hereunder and all Innovations. Confidential Information shall not include (i) information generally available to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain through no fault of a party, and
(iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that NMS Labs may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS

a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware or software.

b. Client agrees that all Innovations will be the sole and exclusive property of NMS Labs. Client hereby assigns all of Client's rights, title or interest in the Innovations and in all related patents, copyrights, trademarks, trade secrets, rights of priority and other proprietary rights to NMS Labs. At NMS Labs' request and expense, during and after the term of this Agreement, Client will assist and cooperate with NMS Labs in all respects and will execute documents, and, subject to Client's reasonable availability, give testimony and take further acts requested by NMS Labs to obtain, maintain, perfect and enforce NMS Labs patents, copyright, trademark, trade secret and other legal protection for the Innovations. Client hereby appoints the President of NMS Labs as attorney-in-fact to execute documents on each of its behalf for this purpose. Client agrees to execute and deliver to NMS Labs such further instruments or documents as may be requested by NMS Labs in order to effectuate the purposes of this Section. This Section shall survive any termination or expiration of this Agreement.

XIV. NO OTHER WARRANTIES

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XV. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL NMS LABS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS), WHETHER THE BASIS OF THE LIABILITY IS IN BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. ACTIONS COVERED HEREIN INCLUDE BUT ARE NOT LIMITED TO; MISHANDLING OR LOSS OF PATIENT SAMPLES OR THE MISHANDLING OR LOSS OF PATIENT INFORMATION INCLUDING

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TESTING RESULTS. THE LIABILITY OF NMS LABS TO CLIENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF COMPENSATION RECEIVED BY NMS LABS FROM CLIENT HEREUNDER DURING THE TWO MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH DAMAGES WERE INCURRED. THE PARTIES INTEND TO HAVE THIS LIMITATION OF LIABILITY SURVIVE ANY DETERMINATION THAT THE EXCLUSIVE REMEDIES PROVIDED TO CLIENT HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XVI. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereto or any of their respective family members), arising out of, incident to, or in connection with such party's infringement of any third party’s Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

XVII. FORCE MAJEURE

NMS Labs shall not be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

XVIII. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to that state’s conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of the Commonwealth of Pennsylvania, County of Montgomery, or, if it has or can acquire jurisdiction, in the United States District Court of the Eastern District of Pennsylvania, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that all claims with respect to such actions or proceedings shall be heard and determined only in any such court and agrees not to bring any actions or proceedings arising out of or relating to this Agreement in any other court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The non-prevailing party in any action described in this Section shall pay the prevailing party's expenses and costs of such including, but not limited to, the fees and expenses of such party's attorneys and expert witnesses. This Section shall survive any termination or expiration of this Agreement.

XIX. HIPAA COMPLIANCE

Each party, represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or
transmitted under this agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

XX. EQUITABLE RELIEF

Nothing in this Agreement shall be construed to prevent NMS Labs from seeking or obtaining a preliminary or permanent injunction or other equitable relief in any court of competent jurisdiction in the event of a breach by Client of any provisions of this Agreement. This Section shall survive any termination or expiration of this Agreement. Each party hereby represents and warrants to the other party that such party has caused this Agreement to be executed and delivered by a duly authorized representative of such party.

XXI. Notices

1. All Notices will be in writing and addressed as follows:

To National Medical Services, Inc.:

ATTN: Andrew Nolan
Vice President of Finance
3701 Welsh Road
Willow Grove, PA 19090

To Client:

[Enter Client Primary Contractual/Financial Contact Name]
[Enter Client Contact Title]
[Enter Client Address]
[Enter Client Address]
[Enter Client e-mail address]
[Enter Client Telephone #]
[Enter Client Fax Number if applicable]

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party's Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

XXII. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.

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XXIII. ASSIGNMENT

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of NMS Labs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

NATIONAL MEDICAL SERVICES, INC.
\d/b/a NMS Labs

Client (Signature) By ____________________________
(Signature)

Name (Print) ____________________________

Title (Print) ____________________________

Date ____________________________

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EXHIBIT A – PRICING

1. PRICING

Pricing for the work performed under this agreement is as outlined below:

[Insert Pricing Table here]

The Following Clause is Applicable For All Other Agreements
a. All other services ordered during this effective period will be billed at prevailing List Price Fees. NMS Labs reserves the right to renegotiate the pricing for the work performed under this agreement if the projected volumes change from those volumes outlined in the pricing table.

2. COVERED ENTITIES

The pricing effective under this agreement is extended to the following entities:

- [insert entity name if applicable or if not applicable write N/A]

Unless specifically identified above, the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Labs.

*
EXHIBIT B – CUSTOMIZED TERMS

1. NON-COVERED TESTING
Any services not included in Exhibit A and necessary to the performance of the work in accordance with this Agreement shall be billed at prevailing List Price Fees.

2. TESTIMONY AND TRAVEL COSTS
Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were:
- Tested prior to the effective date of this agreement and;
- NOT tested by NMS Labs

3. ADDITIONAL SERVICES
The following services are included in the price under this agreement:

Remove the following section if not applicable

[Discovery Packages or Litigation Packages]: [include explanation of what this includes]
NMS Labs shall provide an estimated [X] number of packages throughout the term of this agreement for fees as outlined in Exhibit A.

Miscellaneous Forms: Pricing included in Exhibit A includes administration of the following forms:

   a. [Restitution]: To be provided in NMS Labs' standard format. These forms will be submitted to [Client or Agency] [insert frequency]

   b. [Affidavits]: NMS Labs will provide un-notarized affidavits using NMS Labs' standard format. Affidavits will accompany reports submitted to the Client.

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs' Expert Fee Schedule.

Remove the following section if not applicable

Additional Forms required by the Client are listed below:

   c. [Type of Form (Ex. Administrative License Revocation)]: in a format to be provided by the Client. These forms will be submitted to [Client or Agency contact information] [insert frequency]

For the following section, please select the option that applies to your Client’s Agreement and fill in the bracketed areas as appropriate and removing other options that don’t apply.

4. SAMPLE RECEIPT –
Option 1: Client will schedule an appointment to drop off samples to [Insert location address] between [which days] and the hours of [insert which hours]. Under the terms of this agreement the Client agrees to submit samples in accordance with Section VI.b. of this agreement

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Page 8 of 11
Option 2: NMS Labs will provide Courier service to pick up samples from Client at [insert location address] between [which days] and the hours of [insert which hours].

Option 3: Client will send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: http://www.nmslabs.com/sample-submission/ Samples will be sent to [insert location address] so that the shipment arrives between [which days] and the hours of [insert which hours].

[NMS Labs/Client] is responsible for [shipping/courier] services as outlined above.

5. SAMPLE RETENTION/STORAGE
Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Clinical specimens are routinely retained for two (2) weeks after the date of report. Specimens handled as forensic cases are routinely retained for six (6) weeks after the final report is issued. To request extended storage of clinical and/or forensic specimen, you must send a written request in advance of the disposal date, including a prepayment of the specimen storage surcharge which will extend the retention period by three (3) months. Each additional three months of storage requires an additional payment. Failure to notify the laboratory in writing of a request for storage beyond the routine periods indicated above (two [2] weeks – clinical, or six [6] weeks – forensics), and to provide prepayment for extended storage will be considered authorization to discard or destroy the specimen(s).

Under the terms of this agreement, NMS Labs [will /will not] store Client's samples that do not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.
For DNA Services include this clause:
DNA samples will not be destroyed or discarded after being retained by NMS Labs for six weeks, but any remaining DNA samples will be returned to the Client for an additional fee if payment for extended storage is not provided.

6. SAMPLE RETURNS
Under this agreement the Client [requires/does not require] samples to be returned.

Preferred Option (should Client require samples to be returned):
In order for a Client to have samples returned, the Client will need to submit a written request. The request must include contact information, destination address and phone number and how the samples should be returned in the request.

The Client will be charged an additional fee for returning samples. Fees for returns vary by sample, as does shipping.

a. [Remove this section if not applicable. If required by the Client, include special shipping/packaging requirements here (i.e. return samples in original packaging).]

Option 2 (should Client require samples to be returned):
Under this agreement the Client requires samples to be returned. NMS Labs will not charge the Client an additional fee for the return of samples if the Client agrees to schedule an appointment to pick up the samples from:

[Insert location]
Should the Client request that samples be shipped directly to the Client’s address or another address, the Client will be charged an additional fee for the return of the samples.

7. SUPPLIES
NMS Labs will provide the following collection and shipping supplies for work under this agreement:

a. Requisition form templates in electronic Adobe™ PDF file format
b. Ancillary Collection Tubes and/or plastic containers
c. Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

- [List all of Client’s special collection and shipping supplies here or remove this section if not applicable]

8. SPECIAL REPORTING REQUIREMENTS
Should NMS Labs determine that reports required by the Client do not qualify as “standard reports,” The Client will be charged an additional fee to prepare these reports.

Remove the following section if not applicable
The Client requires the following special reports for work performed under this agreement:

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9. SPECIAL BILLING REQUIREMENTS
Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.

Remove the following section if not applicable
The Client requires the following special billing requirements for work performed under this agreement:
   a. [Insert Type of requirement], [what the requirement needs to include], [format], [delivery method]
February 13, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed you will find a legislative request for authorization to apply for a New York State Opioid Response Grant to increase access to addiction treatment services in rural communities.

Sincerely,

Dr. Steven Giordano
Commissioner

Cc: Dennis Feeney, Majority Leader
    Frank Maurello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Authorization to apply for NYS Opioid Response Grant

Date: 02/13/19
Submitted By: c/o Bakary Janneh
Department: Mental Health
Title: Director
Phone: (518) 447-4537
Department Rep.: Dr. Steve Giordano
Attending Meeting: Dr. Steve Giordano

Purpose of Request:

☐ Adapting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply): -
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

☐ New
☐ Submission Date Deadline rolling

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):
 NYS

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:
Up to $150,000

Scope of Services:
Provide increased access to opioid services in rural communities to

individuals with opioid use disorders

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☒

If Mandated Cite Authority:

Is there a Fiscal Impact:
Yes ☐ No ☒

Anticipated in Current Budget:
Yes ☐ No ☒
**County Budget Accounts:**
Revenue Account and Line: 
Revenue Amount: 

Appropriation Account and Line: 
Appropriation Amount: 

**Source of Funding - (Percentages)** 
Federal: 
State: 
County: 
Local: 

**Term**
Term: (Start and end date) 
Length of Contract: 

**Impact on Pending Litigation**
If yes, explain: Yes ☐ No ☒ 

**Previous requests for Identical or Similar Action:**
Resolution/Law Number: 
Date of Adoption: 

**Justification:**
Federal funding has been made available through the NYS Office of Alcoholism and Substance Abuse Services (OASAS) to combat opioid addiction in rural communities. We are requesting this action to apply for up to $150,000 in funding to build upon our partnerships with the provider community to enhance services in rural areas of Albany County, including education and increased access to resources for individuals with an opioid use disorder.
February 6, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the March meeting of the Legislature. Albany County Department of Health requests permission to apply for grant funding from the Blue Fund to support Albany County residents at risk for diabetes by increasing availability of the National Diabetes Prevention Program (NDPP); increasing prediabetes awareness among community providers; promoting prediabetes screening, testing, and referral; and increasing coverage for NDPP.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauraello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request authorization to apply for grant funding from the Blue Fund

Date: 2/06/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4695
Department Rep.: Dr. Elizabeth Whalen
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

New
Submission Date Deadline 5/1/2019
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  

Contract Terms/Conditions:

Party (Name/address):
BlueShield of Northeastern New York
40 Century Hill Drive
Latham, NY 12110

Additional Parties (Names-addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $150,000
Scope of Services:
Funding will be used to coordinate six National Diabetes Prevention Program (NDPP) classes beginning in 2020, inclusive of piloting self-insured employer health plans benefit. Support NDPP classes with community health worker support, and build local NDPP capacity through training of Lifestyle coaches. The initiative directly implements current Albany County Community Health Improvement Plan strategy and is founded on evidence base / nationally recognized intervention(s).

Bond Res. No.: 
Click or tap here to enter text.
Date of Adoption:  
Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
Justification: (state briefly why legislative action is requested)
Albany County Department of Health requests permission to apply for grant funding from the Blue Fund to support Albany County residents at risk for diabetes by increasing availability of National Diabetes Prevention Program (NDPP); increasing prediabetes awareness among community providers; promoting prediabetes screening, testing, and referral; and increasing coverage for NDPP.
Overview and Guidelines

What You Need to Know

Blue Fund will consider grant requests that address at least one or more of the following key health focus areas:

- Behavioral health
- Cardiovascular health
- Diabetes
- Health care workforce development
- Healthy children
- Opioid epidemic

Proposals for funding may include requests to support capital and/or program-related project costs. Applicants should demonstrate how the proposal will deepen and broaden current work by facilitating the expansion of an effective program or creating a new program based on the success of earlier work or evidence-based best practices.

Priority will be given to projects, programs, and initiatives that are collaborative, are evidence-based, and have other sources of funding secured. Proposals must be submitted electronically using the online application system before the deadline. Hard copy, emailed, or PDF applications will not be accepted. Performance tracking and reporting will be required using our online system.

How Do You Qualify?

In order to qualify for Blue Fund grants, the proposed work must serve or be located in 1 or more of the following 13 counties: Albany, Clinton, Columbia, Essex, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schenect, Warren and Washington. Your organization must be classified as a tax-exempt nonprofit under Section 501(c)(3) of the IRS code or an educational or government entity with tax-exempt
status. Grants may provide support to eligible organizations and projects for up to three years depending on project/program design, scale, and budget. Contact Blue Fund's director with questions regarding eligibility and multiyear grants.

Funding Amount and Budget

The maximum grant request is $250,000. Awarded amounts are expected to be $100,000 to $250,000. Applicants may request up to 10% of the grant amount for indirect costs.

Expenses incurred prior to submission of a Blue Fund application should not be included in Blue Fund project budgets; they are not eligible for payment or reimbursement. The proposed project or program should not begin, and expenses should not be incurred, before a funding decision has been communicated by Blue Fund to the applicant. Blue Fund reserves the right to pay grants in a single installment or in multiple disbursements.

Performance and Reporting

Grantees must have the capacity to track performance and report measurable outcome results as agreed upon by Blue Fund on a regular and timely basis. Blue Fund reserves the right to conduct an independent evaluation of grant expenditures for up to four years. The grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the grantee to refund the grant. The failure of an applicant to properly close out a grant in a timely manner will be a factor when considering new grant applications.

What We Do Not Fund

We do not fund political campaigns, exclusively religious activities, or efforts that do not align with one or more Blue Fund focus areas. Attendance at or sponsorship of fundraising events for organizations, annual events or festivals, and the use of grant funds for purposes not preapproved by Blue Fund or not supported through required documentation will not be funded.

Media and Public Announcements

Blue Fund reserves the right to review and approve all public outreach and announcements related to the grant-supported project or initiative including but not limited to press releases, reports, articles, media engagement, and groundbreaking and ribbon events.

Timeline

Blue Fund begins accepting letters of intent (LOI) in early January. The LOI is the first step in the Blue Fund competitive grant process. It involves completion of a simple electronic form to determine if a project merits further consideration in light of available resources and current priorities.

- LOI available: January 7, 2019
- LOI submissions due: February 4, 2019 by 4pm. Submissions must be sent electronically using the online application system. Hardcopy, emailed, or PDF LOI will not be accepted.
- Selected organizations notified to submit full applications: April 2019
• Briefing for those invited to submit a full application: April 2019
• Selected organizations' full applications due: May 2019
• Funding decisions announced: Fall 2019

Next Steps
BlueFund (/content/neny/about/community/bluefund.html)

Frequently Asked Questions (/content/neny/about/community/bluefund/faqs.html)

News and Resources (/content/neny/about/community/bluefund/news-and-resources.html)

Our Company
About Us (/content/neny/about.html)

Leadership (/content/neny/about/company/leadership.html)

Awards & Recognition (/content/neny/about/company/awards-recognition.html)

Need Assistance?
Michael Ball, Director, Blue Fund
(716) 887-8533 (tel:7168878533)
bhall.michael@bsneny.com (mailto:ball.michael@bsneny.com)