

PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND PSYCHIATRIC GROUP OF ALBANY  
FOR PSYCHIATRIC AND RELATED TREATMENT AND CONSULTING SERVICES  
FOR THE ALBANY COUNTY DEPT OF MENTAL HEALTH

PURSUANT TO RES. NO.     FOR 2025, ADOPTED  
(CONTRACT NO. 2025-     )

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through the County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "COUNTY") and the Psychiatric Group of Albany, located on Hilton Road, Slingerlands, New York 12159 (hereinafter, the "CONSULTANT," and with the COUNTY, may be referred to herein individually as a "[P]arty," and together as the "[P]arties").

WITNESSETH:

WHEREAS, the COUNTY requires psychiatric services and related treatment and consulting services for the Albany County Department of Mental Health; and

WHEREAS, the CONSULTANT has submitted a proposal to provide the aforesaid services; and

WHEREAS, the COUNTY has accepted the offer of the CONSULTANT to provide the aforesaid services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant for the aforesaid services, pursuant to Resolution No.     for 2025, adopted on     ;

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. CONSULTANT RESPONSIBILITIES AND SERVICES

1.1 The CONSULTANT shall provide physicians and nurse practitioners (and nurses and admin support, when operationally necessary) to the COUNTY, having the skills and requisite training to provide psychiatric and related treatment and consultative services as more fully described below. The specific days and times that services are to be provided shall be mutually agreed upon by the parties hereto. The specific hours of service per week set forth herein are the periods of time that the CONSULTANT'S services will be needed at a specific site during the course of a week. The COUNTY reserves its rights to increase or decrease the services at any specific site, based upon operational need and frequency of services, and shall duly notify the CONSULTANT of any changes. Any increase in services at particular sites which will increase

the total fees paid under this Agreement will be subject to negotiation between the parties hereto, and will require an amendment to this Agreement,

Services shall be provided five (5) days per week for a minimum of one hundred twenty-five (125) hours per week to a maximum of one hundred seventy-five (175) hours per week, with an expected weekly average of one hundred fifty hours (150) to be performed at the **Albany County Adult Integrated Behavioral Health Clinic**.

Additionally, nineteen (19) hours per week of services shall be provided to the **Assertive Community Treatment (ACT) Program**, with a minimum of ten (10) psychiatrist hours (as per NYS OMH regulation).

The CONSULTANT also agrees to provide interim coverage at the **Albany County Correctional Facility** when needed and requested by the COUNTY.

The parties hereto acknowledge that the hours of service at specific sites as set forth herein may be revised on an as needed basis so as to ensure quality and quantity of service delivery at each site.

1.2 Specific services to be provided by the CONSULTANT are as follows:

The CONSULTANT shall be responsible on a monthly basis for primary psychiatric treatment, including assessment, treatment planning, and medication therapy, for approximately eight hundred (800) patients of the COUNTY'S **Adult Integrated Behavioral Health Treatment Team** as designated by the Associate Director for Clinical Operations.

1. While at the COUNTY'S Integrated Behavioral Health Clinic, CONSULTANT shall provide initial evaluations of patients, ongoing psychotherapeutic intervention, pharmacotherapy and medication management.
2. The CONSULTANT shall bear responsibility for ensuring that physicians and nurse practitioners assigned by it to the COUNTY prepare and maintain psychiatric notes which include the following information:
  - a) The initial evaluation and treatment plan;
  - b) The types and quantities of any and all medications prescribed;
  - c) A summary of any significant consultation with the primary therapist and/or other personnel;
  - d) Periodic assessment of the patient's progress and response to treatment with revisions, if any;
  - e) A complete discharge summary including treatment, results, reason for discharge and follow-up recommendations.

f) And any other documentation required for reimbursement (e.g., duration of visits, type of service provided, etc.).

3. The CONSULTANT shall be required to assist the COUNTY in its operation of its **Assisted Outpatient Treatment (AOT) Program** pursuant to the provisions of Section 9.60 of the Mental Hygiene Law, more commonly referred to as Kendra's Law. The CONSULTANT shall provide, unless otherwise directed and authorized by the COUNTY, five (5) hours of weekly AOT services: The CONSULTANT shall, at the COUNTY'S request, conduct or attempt to conduct a psychiatric evaluation of a patient who may be petitioned before the Court to participate in an AOT Program. The CONSULTANT shall advise the COUNTY as to the results of the psychiatric evaluation or refusal of the patient to have an evaluation, shall review all clinical records pertaining to said patient, and make a recommendation as to whether the patient meets the criteria for an AOT Program, as mandated by the aforementioned provisions of the Mental Hygiene Law. The CONSULTANT shall provide such pertinent information to the COUNTY as may be required to petition the Court for an AOT order for a patient, and shall cooperate with the COUNTY in the preparation of an affidavit to be provided to the Court as part of the petition process.

If a determination is made, in conjunction with the evaluation conducted by the CONSULTANT, to petition the Court with respect to a particular patient, the CONSULTANT shall be required to execute an affirmation to the Court in compliance with the requirements of the statute, along with treatment recommendations. Further, the CONSULTANT shall be required to appear before the COURT and give testimony as to its recommendations, in compliance with the time requirements set forth in the statute.

All services to be provided by the CONSULTANT in connection with the petition process for the AOT Program shall be provided by psychiatrists; as required by the Mental Hygiene Law.

4. The CONSULTANT shall provide clinical expertise, consultation and technical assistance to treatment teams, clinic management staff, social workers, and the COUNTY'S administration, when requested by the COUNTY.

5. The CONSULTANT shall provide timely notification to the COUNTY of all scheduled and unscheduled changes in coverage due to illness, vacation, leave of absence, or any other reason and shall provide adequate coverage in all instances.

6. The CONSULTANT shall cooperate and participate with the COUNTY for any quality audit and utilization review.

7. The CONSULTANT shall be responsible for providing psychiatric treatment, including evaluations of high risk, seriously and persistently mentally ill patients, prescribing and monitoring psychotropic medications when indicated and be responsible for treatment of all patients served by the Department of Mental Health.

8. The CONSULTANT shall provide additional services for emergencies – i.e., on-call capacity for clinical services and forensic services, as requested by the COUNTY. At all times, the CONSULTANT will make backup medical decision-making available.

9. The CONSULTANT shall maintain eligibility to obtain reimbursement from MEDICAID, MEDICARE and all Third Party Health Insurance Companies doing business with the County.

10. Services specifically provided by Nurse Practitioners shall only be those services allowed in accordance with NYS OMH and Education Department guidelines.

11. The CONSULTANT shall abide by all Federal, State and Local statutes, rules and regulations, and all Department policies and procedures including the Department's Code of Conduct. Additionally, CONSULTANT will comply with any new NYS OMH, NYS OASAS program and licensing requirements (e.g., onboarding of MAT "waivered" providers).

## ARTICLE II. COUNTY RESPONSIBILITIES

2.1 The COUNTY shall provide and maintain adequate space, equipment, supplies, support services and security for the provision of service by the CONSULTANT.

2.2 The COUNTY shall ensure that appropriate staff is available to consult and assist the CONSULTANT in the performance of its responsibilities.

2.3 The COUNTY shall provide the CONSULTANT access to patient medical records deemed necessary to perform services under this Agreement.

2.4 Notwithstanding any provisions contained herein to the contrary, the COUNTY remains responsible for ensuring that services provided under this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules, and regulations, and all Department policies and procedures.

## ARTICLE III. AVAILABLE DATA

All technical or other data relative to the work in the possession of the COUNTY or in the possession of the CONSULTANT shall be made available to the other party to this Agreement without expense to the other party.

## ARTICLE IV. COOPERATION

The CONSULTANT shall cooperate with representatives, agents and employees of the COUNTY, and the COUNTY shall cooperate with the representatives, agents and employees of the CONSULTANT to the end that work may proceed expeditiously and economically.

## ARTICLE V. COMPENSATION; FEE AMOUNTS; PAYMENT

5.1 In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay, and the CONSULTANT agrees to accept, an amount not to exceed ONE MILLION, NINE HUNDRED EIGHTY- EIGHT THOUSAND, FOUR HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$1,988,439.00), with 0% escalating fees in year two of the Agreement, and 3% escalating fees in year 3, for all services rendered pursuant this Agreement. The fee amounts are as follows:

**\$218.79** per hour for Integrated Behavioral Health Clinic services as rendered by psychiatrists and **\$151.47** per hour as rendered by a nurse practitioner: and, **\$233.38** per hour for CDPHP pilot program as rendered by a psychiatrist or nurse practitioner.

**\$233.38** per hour for the Assertive Community Treatment Team (ACT) and Albany County Correctional Facility as rendered by a psychiatrist and **\$161.57** per hour as rendered by a nurse practitioner;

**\$363.53** per hour for all regular weekend coverage at the AC Correctional Facility as provided by psychiatrists and nurse practitioners;

**\$363.53** per hour for emergency services required of psychiatrists and **\$363.53** per hour for emergency services required of nurse practitioners;

**\$363.53** per hour for all services relative to AOT proceedings, including evaluations and Court time, to be provided by psychiatrists

**\$32.00** per hour for Administrative/Support Services to insure timely completion of psychiatric reports/assessments only in those instances in which unplanned delays pose challenges to timely updating of electronic health records and continuity of care. Up to ten (10) hours per week maximum and only in those instances when requested by one party and agreed to by both parties.

**\$43.20** per hour for services at Albany County Correctional Facility as provided by licensed practical nurses and **\$43.20** per hour for services provided by registered nurses;

**\$275.00** per hour for services relative to the LEAD Clinical Initiative at the Integrated Behavioral Health Clinic services as rendered by a psychiatrist and/or nurse practitioner:

**\$1,100.00** per week for an On-Call Rotation rendered by Psychiatrists and Nurse Practitioners on an as needed basis.

5.2 Payment shall be made on a weekly basis upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form (detailing services rendered, dates and times), a summary form and all individual time sheets in a format specified by the department. Upon the Department's review and approval, said claim form shall be forwarded to the Albany County Comptroller, and payment shall be rendered promptly.

Reimbursement for 30-minute mid-day trainings will be considered, but shall not include reimbursement for lunch.

#### ARTICLE VI. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2025 and continue in effect through December 31, 2027.

#### ARTICLE VII. EXTRA SERVICES

If the CONSULTANT is of the opinion that any services it has been directed to perform is beyond the scope of this Agreement and constitutes Extra Services, the CONSULTANT shall promptly notify the COUNTY of that opinion. The COUNTY shall be the sole judge as to whether or not such services are in fact beyond the scope of this Agreement and whether or not they constitute Extra Services. In the event the COUNTY determines that such services constitute Extra Services, it shall provide extra compensation to the CONSULTANT on a negotiated basis.

#### ARTICLE VIII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the services performed under this Agreement (e.g., payments to physicians and nurse practitioners). The records shall be subject to periodic and final audit by the COUNTY upon request. The records shall be accessible to the COUNTY for a period of six (6) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the services contemplated herein.

#### ARTICLE IX. ASSIGNMENT

The CONSULTANT specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

#### ARTICLE X. OWNERSHIP OF PATIENT RECORDS

All patient records and other forms, reports, statistics and materials generated pursuant to this Agreement shall be retained by and at the COUNTY.

#### ARTICLE XI. CONFIDENTIALITY

All patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality, as provided in the N.Y. MENTAL HYGIENE and other law(s). Further, the CONSULTANT herein agrees to abide by the terms and

conditions described in Appendix "A," attached hereto and made a part hereof, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

## ARTICLE XII. LICENCES

All physicians assigned to the COUNTY by the CONSULTANT shall at all times remain physicians duly licensed to practice psychiatry within the State of New York. Similarly, all nurse practitioners assigned to the COUNTY by the CONSULTANT shall at all times remain appropriately licensed in the field of psychiatry by the State of New York.

## ARTICLE XIII. NON-DISCRIMINATION

13.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the HUMAN RIGHTS LAW) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment,

13.2 Further, the CONSULTANT, its staff and physicians, shall not discriminate against any client/patient in the performance of services on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence, or source of payment.

## ARTICLE XIV. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

## ARTICLE XV. RELATIONSHIP OF THE PARTIES

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the COUNTY for any purpose, and the employees and representatives of the CONSULTANT shall not in any manner be, or held out to be, agents or employees of the COUNTY.

## ARTICLE XVI. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its services under this ~~proposal~~ Agreement. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibit indemnification of others, to list the COUNTY as "other interested party" on its professional medical malpractice liability polic(ies) in lieu of indemnification.

## ARTICLE XVII. INSURANCE

Consistent with Article XVI, the CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY of the services covered by this Agreement, insurance of the kinds and in the amounts provided in Schedule "A," attached hereto and made a part hereof. Before commencing services, the CONSULTANT shall furnish to the COUNTY, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY.

## ARTICLE XVIII. TERMINATION OF AGREEMENT

Either party shall have the right at any time to terminate the services, or any individual component of the services, required of the CONSULTANT by this Agreement, by providing sixty (60) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all services therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with the fee amounts described in ARTICLE V of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Daniel P. McCoy  
County Executive  
or  
Michael P. McLaughlin  
Deputy County Executive

PSYCHIATRIC GROUP OF ALBANY

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

\_\_\_\_\_  
Title:

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.:  
CITY OF ALBANY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

\_\_\_\_\_  
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.:  
CITY OF ALBANY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came Michael P. McLaughlin, me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

\_\_\_\_\_  
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came \_\_\_\_\_, to me known and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of \_\_\_\_\_, as said \_\_\_\_\_ pursuant to the authority vested in him/her/them.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

SCHEDULE A  
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

3. Professional Medical Malpractice Insurance: A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which polic(ies) shall list the County of Albany as an "other interested party."

## APPENDIX A HIPAA COMPLIANCE

### OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in the Agreement and shall be binding upon the parties hereto:

#### A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean the Provider, Psychiatric Group of Albany.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the COUNTY /Customer and/or the Albany County Department of Mental Health.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “SubConsultant” – shall have the same meaning as the term “subConsultant” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subConsultant, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

*C. PERMITTED USES AND DISCLOSURE*

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

**D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS**

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

**F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION**

1. The term of this Agreement shall be January 1, 2025 through December 31, 2027. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the

breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information, received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### H. MISCELLANEOUS

- 1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
- 2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
- 4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.