

**WESTMOUNT HEALTH FACILITY AND
COUNTRYSIDE ADULT HOME
HEALTH SERVICES COMMITTEE MEETING**

FRIDAY, JUNE 27, 2008

9:30 A.M.

**BRUNCH AND BOARD MEETING IN WESTMOUNT'S
DINNING ROOM**

WESTMOUNT HEALTH FACILITY

- 1.) MC CARTHY & CONLON, LLP - FINANCIAL REPORT
- 2.) SIEMENS YEARLY PERFORMANCE ASSURANCE REPORT- JUNE 1, 2007-
MAY 31, 2008 MR. BRIAN MARTZ, CEM, CMVP
- 3.) "CLIENT ACCEPTANCE OF ANNUAL GUARANTEED SAVINGS REPORT"
- 4.) AIR HANDLERS UPDATE – REVISED EXPENSES, APPROVAL FOR
PAYMENT
- 5.) REQUEST TO TRANSFER FUNDS OUT OF CODE.
- 6.) HCRA RR GRANT TRANSFERS
 - A) NURSING EDUCATION, CONFERENCES, WORKSHOPS
 - B) PURCHASE OF TRAINING EQUIPMENT
- 7.) REQUEST FOR APPROVAL OF PAYMENT GRUB CONTROL APPLICATION.
- 8.) REQUEST TO RATIFY GRASSHOPPER GARDENS, INC. CONTRACT TO
INCLUDE LAWN FERTILIZER PROGRAM.
- 9.) REQUEST TO EXTEND THE EXISTING CONTRACT WITH MM HAYES
COMPANY, INC. (KRONOS MODEL 460 TIME KEEPER TERMINAL)
- 10.) EMPLOYEE OF DISTINCTION
- 11.) DONATION OF TABLES AND CHAIRS
- 12.) HCRA RR GRANTS – EMPLOYEE APPRECIATION AND WORK INCENTIVE
- 13.) STAFFING LEVELS
- 14.) OVERTIME REPORT

COUNTRYSIDE

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: June 27, 2008

- (a) Purpose of Request: Year 3 Performance Assurance Report Acceptance Affidavit.

- (b) Details: Signature of document titled, "Client Acceptance of Annual Guaranteed Savings Report" regarding Siemens Building Technologies, Inc. energy performance contract.

- (c) Previous Resolution Number: Resolution Number 684 of 2007

SIEMENS

June 17, 2008

Ms. Barbara Taggart - Administrator
Warren County: Westmount Health Facility
42 Gurney Lane
Queensbury, NY 12804

Re: Energy Performance Contract
Year 3 Performance Assurance Report Acceptance Affidavit

Dear Barbara,

I have completed the Performance Assurance Report for Year 3 of our contract. Following the methodologies that were presented and accepted for Years 1 and 2, I calculate the Realized Annual Savings for Year 3 to be \$300,451. This is \$109,826 in excess of the Guaranteed Savings amount of \$190,625.

In order to comply with Siemens Corporate policy, please sign the attached document titled "*Client Acceptance of Annual Guaranteed Savings Report.*" This document confirms that the Annual Report was actually presented to you and that you agree to the Realized Annual Savings as presented.

Please return a notarized copy to me in the accompanying postage-paid envelope.

If you have issue with the results as presented, please confirm this by detailing your concerns in writing, and send the correspondence to me in the attached postage-paid envelope.

In the event that you do not respond to this correspondence within forty-five (45) days, the Realized Annual Savings results will be deemed acceptable as presented.

If you have any questions please call me at your earliest convenience. Thank you for your continued support and business.

Respectfully,

Siemens Building Technologies, Inc.
Brian Eric Martz, CEM, CMVP
Performance Assurance Engineer, Sr.
(518) 782-0131 ext - 5138

cc: file



**Client Acceptance of Annual Guaranteed Savings Report
Warren County: Westmount Health Facility**

Relative to the energy performance contract Performance Assurance Report for Year 3 presented by Siemens Building Technologies, Inc. on June 27, 2008, I acknowledge that I am an authorized representative of Warren County: Westmount Health Facility, and that I find the Realized Annual Savings results to be acceptable as presented.

Realized Annual Savings for Year 3 of the Agreement amount to \$300,451. This is in excess of the Guaranteed Savings amount of \$190,625 by \$109,826.

Authorized Client Signature

Authorized Individual's Name (Printed)

Title

Warren County: Westmount Health Facility
Client Name

This affidavit was executed on the _____ day of _____, 2008
at _____, New York.

Sworn to before me this _____ day of _____, 2008

NOTARY PUBLIC

WESTMOUNT HEALTH FACILITY

A SKILLED NURSING HOME operated by Warren County

42 GURNEY LANE - QUEENSBURY, NY 12804
Phone: (518)761-6540 Fax: (518) 761-6590

Barbara B. Taggart
Administrator

July 27th, 2008

Memo of Understanding (Estimated Cost of Professional Services)
\$ 24,170.00

Highlander Engineering Services, PPLC \$ 3,000.00
Resolution No. 163 of 2008

Mahoney-Notify-Plus, Inc. \$ 2,080.00
2 Coventional Duct Smoke Detectors
Resolution 04/18/08

Purchase of two (2) Air-Handling
Units for Westmount Health Facility
Xetex, Inc. C/O Thermal
Environment Sales, Inc. \$129,640.00

Lewis Crane Services, Co. Queensbury
Transport units to area in back of
Facility. \$ 760.00

Monahan & Loughlin, Inc
General Contractor
Hudson Falls
Contract (1) General/Construction \$ 35,720.00

Monahan & Loughlin will assume
responsibility (financial) (Lewis'
Crane Services, Co.) in transporting
Air-Handlers from back of Westmount
to front of building on rooftop over
Administrative Office.

Monahan & Loughlin, Inc.
Contract (2) Mechanical \$ 19,610.00

T. McElligott, Inc. 589 River Street Troy, New York 12180 Contract (3) Piping	\$ 25,400.00
I. McBain Electric, Inc. 658 River Street Troy, New York 12180 Contract (4) Electrical	\$ 5,248.00
05/01/08 Mahoney Notify-Plus Labor/Travel to Service Alarm Checked Duct Work for New Air Handler #2	\$ 106.13
05/07/08 Adirondack Air Balance Company, Inc. Testing Balancing for New AHU #2	\$ 865.00
05/12/08 Mahoney Notify - Plus, Inc. Labor/Travel to Service Alarm Prevailing Wage Labor (2 hours)	\$ 225.38
05/28/08 CP HVAC and Control Trouble Shot Pneumatic Controls	\$ 756.00
06/14/08 Siemens - Repaired Pneumatic Controls	\$ 420.00
	<u>\$248,000.51</u>

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: June 27, 2008

- (a) Purpose of Request: Approval for payment for Air Handler Unit work performed by Siemens Building Technologies, Inc.

- (b) Details: To include payment for repiped pneumatic controls for AHU 1 completed on June 9th, 2008 in the amount of \$420.00 dollars H270.9550 280.

- (c) Previous Resolution Number:

SIEMENS**RECEIVED JUN 19 2008****Invoice**Cust PO No
SignatureCust PO Date
06/09/2008

Quotation No

Invoice No
5440835282Date
06/17/2008Sales Order No
3800229065Sales Ord Date
06/14/2008

Lock Box No

Customer No
30101486

Page 1 of 2

Bill To:	Sold To:	Ship To:
COUNTY OF WARREN 42 GURNEY LN QUEENSBURY NY 12804-8250	COUNTY OF WARREN 42 GURNEY LN QUEENSBURY NY 12804-8250	Westmount Health Facility 42 Gurney Lane Queensbury NY 12804

Remit Check Payments To:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Siemens Building Technologies, Inc. % Bank of America 7850 Collections Center Drive Chicago IL 60693	Bank of America 100 West 33rd St. New York, NY 10001 ABA# 026009593 SWIFT Code: BOFAUS3N Account# 81885-11042 For Credit to Siemens Building Technologies, Inc Bank Code 4433 Payment for Invoice # 5440835282	Bank of America P.O. Box 27052 Richmond, VA 23261-7025 ABA# 071000039 Account# 81885-11042 For Credit to Siemens Building Technologies, Inc Bank Code 4433 Payment for Invoice # 5440835282

Delivery#:	Ship Date:
------------	------------

Freight Terms: Prepaid and Add	Carrier/Route: Best Way	Tracking No:
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Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
100	A7F55000016 Labor Hours for Chris Bartholowmew ECCN: NLR Customer PO item #: 000100	HR	4.0	100.00	400.00
200	A7F55000047 Vehicle Charge ECCN: NLR Customer PO item #: 000200	YAC	4.00	5.00	20.00
	Notes: Contact: Customer Service Siemens Building Technologies, Inc. Syracuse Sales Office 6075 E. Molloy Rd. Suite 4 Rodax Comm Park Syracuse NY 13211 Phone: (315)437-2726 Fax: (315)437-9049 State Taxes				0.00

Currency: USD	Invoice Total:	420.00
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"We accept Visa, MasterCard, and American Express. Please contact your local office for details."

Payment Terms: Net Due 30 Days

Net Due By: 07/17/2008

If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon.

We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.

For shipment to California, *Displays exceeding 4* include the e-Waste recycle fee up to \$10 per item.

Work Report

Requested By CHRIS	Phone	Date Received 06/11/2008	Scheduled Date 06/11/2008	Contract No.	Service Order No. 5000656021-0001
Customer No: 30101486 Customer Name: FL No: 4433-12804-00001 FL Name: Westmount Health Facility FL Address: 42 Gurney Lane Queensbury NY 12804		Bill To COUNTY OF WARREN 42 GURNEY LN QUEENSBURY NY 12804-8250		Call Type: NAM Field Service Equipment ID: 60581305 Customer PO: Signature Order Type: CS.Order Billed to Cust. - Call Handling	
Instructions / Problem Description M_Westmount_T&M					
Work Description/ Customer Benefits/ Recommendations Delivery Mode: Refrigerant Usage Document No.: ahu 1 repiped pneumatic controls. for valve control. ahu 2 found many problems recomenation will be to install new controls and put ahu on computer. System Restored Date : Time : 00:00:00					
Material No.	Description Of Material Used	Billing Status		Qty	
Labor Date	Technician (Christopher Bartholomew)	Billing Status		Hours	
06/09/2008	WORK NORM TIME MECH5	BILLABLE		4.00	
Additional Items		Billing Status			
Mileage					
Description					

Customer Signature / Date

Employee Signature / Date

NA

06/12/2008



06/12/2008
Christopher Bartholomew

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****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: June 27, 2008

- (a) Purpose of Request: Approval for payment for Air Handler Unit work performed by CP HVAC and Control.

- (b) Details: To include payment for Troubleshoot Pneumatic Controls, Installed new EP, running new tubing provided by CP HVAC and Control completed on May 29th, 2008.

- (c) Previous Resolution Number:

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: June 27, 2008

- (a) Purpose of Request: Approval for payment for Air Handler Unit work performed by Adirondack Air Balance Company, Inc.

- (b) Details: To include payment for Testing and Balancing of Air and Fluid Systems services provided by Adirondack Air Balance Company, Inc. on May 1st and 7th, 2008.

- (c) Previous Resolution Number:

VOUCHER

Purchase Order No. _____

Voucher No. _____

Ordered for Westmount Health Facility Dept.

Code No. H270, 9550 280

Purpose Testing & Balancing of New AHU

VENDOR # 17625

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE NY 12845-9803

CLAIMANT'S
NAME Adirondack Air Balance Company, Inc.
AND 342 Clendon Brook Road
ADDRESS Queensbury, NY 12804

RESOLUTION NO. _____
TAX EXEMPT NO. 14 600 2576

DATES	QUANTITY	DESCRIPTION OF MATERIAL OR SERVICES	UNIT PRICE	TOTAL AMOUNT
05/01/08	One Half Day Charge		\$340 00	\$340 00
05/07/08	One Half Day Charge		\$340 00	\$340 00
	2 VP 71 X 1-5/8		\$185 00	\$185 00

TOTAL \$865.00

(Official use ONLY above this line)
CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ 865.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

Warren County 5/14/08

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

Invoice

Adirondack Air Balance Company Inc.

342 Clendon Brook Rd.
Queensbury N.Y. 12804

Phone (518)-798-6136
Fax (518)-792-4052

Bill to:

Westmount Infirmary
Gurney Lane
Queensbury, N.Y. 12804

BILLING DATE: 5/10/2008
ACCOUNT ID:
PREVIOUS BALANCE:

ACCOUNT ACTIVITY				
DATE	INVOICE NO.	DETAILS	CHARGES	PAYMENTS
5/7/2008	1996	Testing and Balancing for New AHU		
		Your P.O #		
		5/1/ 2008 One Half Day Charge	\$340.00	
		5/7/2008 One Half Day Charge	\$340.00	
		2 VP71x1 5/8	\$185.00	
		Tax Exempt- (Please send Tax Exempt form w/ payment)		
			Totals: \$865.00	
			Please pay this amount: \$865.00	

Terms: 30 days
When sending payment, include the invoice number on the check. Thank you.

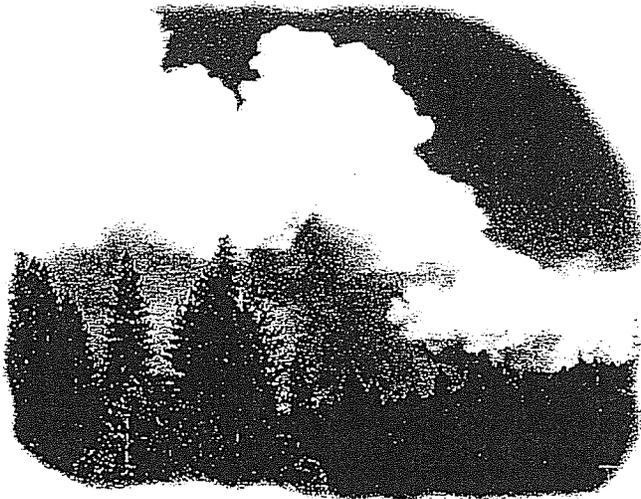
*Serving the Greater Construction Industry in the
Testing and Balancing of Air and Fluid Systems*

Adirondack

Air

Balance

Co., Inc.



342 Clendon Brook Road
Queensbury, New York 12804
Phone (518) 798-6186
Fax (518) 792-4052

*"Providing experience and knowledge for the mechanical systems of
2000 and beyond".*

Adirondack Air Balance Co., Inc.

_____ Test and Balance Reports _____

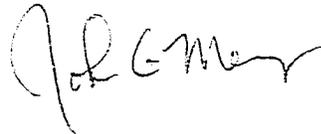
Project: Westmount Infirmary
Address: Gurney Lane Queensbury, New York 12804

Certification:

The systems herein have been tested and balanced to within tolerances specified in the plans and specifications or to within the limitations of the equipment installed. All the Testing and Balancing has been performed in accordance with The Associated Air Balance Council and The National Environmental Balancing Bureau. The results of those tests are recorded herein.

Date: 5/7/2008

By:



John C. Merry

TESTING AND BALANCING AGENCY: ADIRONDACK AIR BALANCE CO., INC.

INSTRUMENT LIST

Instrument	Manufacturer	Model #	Calibration Date	Range	Serial #
Capture Hood	Shortridge	8403	10/29/07	0-2000 CFM	M01224
Air Data Multimeter	Shortridge	ADM-870	10/29/07	25-30,000FPM	M01224
Thermal Anemometer	Alnor	8570	10/24/07	0-10,000 FPM	01057027
Volt meter Amprobe	Fluke	335	03.24.08	0-600V True RMS 0-600.Amps.	S93270502
Tachometer	Shimpo	DT-207L	01/31/08	0-99,999 RPM (Laser type)	D07BB0040
Incline Manometer	Dwyer	400	Not Required	0-12,000FPM 0-10"	Not Required
Magnehelics	Dwyer	2002C 2008	Not Required	0-2.5" 0-8"	Not Required
Sling Psychrometer	Taylor	1330	Not Required	32-100F	Not Required
Pocket Thermo-meter	Taylor	TA16903	Not Required	-40-180F	Not Required
Water Meter	Alnor	HM650	10/29/2007	0-8303 inches 0-300 psi	704112097

Project Name: Westmount Infirmary

Address: Queensbury, New York

AIR MOVING EQUIPMENT TEST SHEET

SYSTEM	AHU-1	Supply	AHU-1	Return
Equipment Location	Roof		Roof	
Area Served	South		South	
Equipment Manufacturer	Xetex		Xetex	
Model Number	AHS-2250-RT		AHS-2250-RT	
Serial Number	116941107		116941107	

	Specified	Actual	Specified	Actual
Total CFM - Fan	11,240	NA	11,240	NA
Total CFM - Outlet	NA	NA	NA	11,513
R/A CFM	0%	0%	100%	100%
O/A CFM	100%	100%	0%	0%
Total Static Pressure (Total + Ext.)	4.7/1.5	2.65 Total	2.4/1.3	2.82 Total
Inlet Pressure	NS	1.30	NS	2.48
Discharge Pressure	NS	1.35	NS	0.38
Fan RPM	1785	1386	1540	1522

	Specified	Actual	Specified	Actual
Motor Manufacturer	NS	A.O. Smith	NS	A.O. Smith
Motor HP / BHP	15/10.8	15/12.8	10.9	10/9.4
Phase	three	three	three	three
Voltage	208	208	208	208
Amperage	37.8	32.4	30.8	29
Motor RPM	NS	1770	NS	1760
Motor Service Factor	NS	1.15	NS	1.15
Starter Heater Elements	NS	Adjustable	NS	Adjustable

Frame 254T

Motor Sheave & No. Grooves	2VP71x1 5/8	0% Closed	2VP65x1 3/8	90% Closed
Fan Sheave & No. Grooves	BK70x1 11/16		BK65x1 7/16	
Belts	2-BX75		2-BX73	

Remarks:

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Westmount Health Facility
Name of Department

SIGNED:  **DATE:** June 27, 2008

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
EF.60200.5803 260	Westmount, Nursing- Nurses' Station, Other Equipment	EF.60200.5802 260	Westmount, Nursing- Nurses' Station Furniture Equipment	\$300.00

Please state reason for transfers requested: shipping charge for electric beds

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

INVOICE

**ELECTRIC
SUPPLY CO.
INC.**



Hill Electric Supply Co., Inc.

174 Broad St., P.O. Box 305
Glens Falls, New York 12801
www.dale-electric.com
(518) 793-3436 Voice
(518) 793-4467 Fax

INVOICE NUMBER: 1164154-IN
INVOICE DATE: 05/23/2008
ORDER NUMBER: 0184890
ORDER DATE: 05/22/2008
SALESPERSON: 0025
GREG HOYE
CUSTOMER NO: 0012660
SHIPPING WEIGHT:

SOLD TO:

WESTMOUNT HEALTH FACILITY
42 GURNEY LANE
QUEENSBURY, NY 12804

(518)-761-6540

SHIP TO:

WESTMOUNT HEALTH FACILITY
42 GURNEY LANE
QUEENSBURY, NY 12804

CONFIRM TO:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS	Credit Card Number		
35544	LOCAL		2% 10TH. NET 11TH			
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
FL308	EACH	1.0	1.0	0.0	136.0000	136.00
LADDER FIBERGLASS 8'STEPLADDER						

All returns must be accompanied by an invoice or packing slip. Permission must be obtained before returning any material. Special Order items are not returnable without permission of the manufacturer and are subject to any charges they may impose. **THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH ON THE UNPAID BALANCE OVER 30 DAYS OLD. THIS IS A 24% ANNUAL RATE PURCHASER AGREES TO PAY ALL LEGAL FEES IN THE EVENT IT BECOMES NECESSARY TO INSTITUTE ACTION FOR COLLECTION**

Net Invoice:	136.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	136.00

Signature

Print

Greg Hoyer

PURCHASE ORDER

WESTMOUNT HEALTH FACILITY

No
35602

42 Gurney Lane
Queensbury, NY 12804

Vendor
Name &
Address

bar connection.

Check # _____

Date Paid _____

DATE	DATE REQUIRED	TERMS	F.O.B.	SHIP VIA	DEPT. OF REQ. NO.	FOR OWN USE	FOR OTHER DEPTS
					Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
1	Logitech wilife outdoor Add on Camera					203.19	
1	Logitech wilife outdoor Starter kit.					228.91	
						432.10	

FOR COUNTY USE ONLY - PLEASE DO NOT WRITE BELOW THIS LINE

P.O. NO. OR ENC. NO.	FUND/ORG.	ACCOUNT	AMT. LIQUIDATED	DEPT.	ARMS	AMOUNT
EF,	82200	5803	432.10	0245	260	432.10

REC'D BY _____

DATE _____

APPROVED BY _____

IMPORTANT
 ALL CORRESPONDENCE, INVOICES
 AND PACKAGES, NOTIFY US IMMEDIA-
 TELY IF UNABLE TO SHIP ORDER
 COMPLETE BY DATE SPECIFIED



2150 Post Road
Fairfield, CT 06824
Tel: 800-800-0019

QUOTATION

Quote # 2119353.01

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: June 9, 2008
Valid through: July 9, 2008
Account #: 4873677

Account Executive: Jon McClure
Phone: (800) 800-0019 x75010
Fax: (603) 683-0312
Email: jmccclure@govconnection.com

QUOTE PROVIDED TO:

AB#: 4873677
WARREN COUNTY
DATA PROCESSING
1340 STATE ROUTE 9
LAKE GEORGE, NY 12845

SHIP TO:

AB#: 8174157
WARREN COUNTY
DAVID KENYON
DATA PROCESSING
1340 STATE ROUTE 9
LAKE GEORGE, NY 12845

DELIVERY		FOB		TERMS		CONTRACT ID #	
				NET 30			
* Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext	
1				**FREE GROUND SHIPPING**			
2	1	8580257	961-000290	Logitech Wilife Outdoor Add On Camera Logitech, Inc.	\$203.19	\$203.19	
3	1	7223346	DVS-800e	Logitech Wilife Outdoor Starter Kit Logitech, Inc.	\$228.91	\$228.91	
Lines: 2					Total Merchandise	\$432.10	
					Fee		
					Ship Via: Small Pkg Ground	6. pounds	
					Shipping and Handling		
					Tax		
					TOTAL	\$432.10	

Henkel, Betsy

From: Kenyon, Dave
Sent: Tuesday, June 10, 2008 8:28 AM
To: Taggart, Barbara
Cc: Mahar, William; Henkel, Betsy
Subject: FW: Security Camera Quotes
Attachments: GCI Quote#2119353_01.pdf

Here is the winning quote for the security cameras.
Below are the other 2 quotes you will need for the PO as this isn't on state contract.
~~GDWG - \$494.18~~
Global Gov/Ed - \$469.99

Let me know if you have any questions at all.

From: McClure Jonathan [mailto:jmclure@govconnection.com]
Sent: Monday, June 09, 2008 8:47 AM
To: Kenyon, Dave
Subject: GCI Quotation # 2119353.01 - Logitech Cam

Hi Dave,

Good morning. Here is the quote you requested.

Thanks and stay cool!

Jon

To download and install the free Adobe Acrobat reader, visit the website:
<http://www.adobe.com/products/acrobat/readstep2.html>

<<GCI Quote#2119353_01.pdf>>

Jonathan McClure

Account Manager

GovConnection

A PC Connection, Inc. Company

IT Solutions for Government and Education

jmclure@govconnection.com

Phone: 800-800-0019 ext.75010

Fax: 603-683-0312

www.govconnection.com

NJ Contract #A81223 (Vertex) A81249 (HP) A70263 (Lenovo)

New York State Contract

3COM Networking PT58282
3M Audio Visual Equipment and Accessories PC60524
Acer Computers PT55406
E & I Contract Provider
Elmo Audio Visual Equipment and Accessories PC60534
EqualLogic PT62398
Ergotron PT59810
Fujitsu Microcomputer Systems PT59785
HP PT58424
Infocus Projectors PC60536
Lenovo PT61887
Motion Computing PT56199

MPC-G (formerly Micron Computers) PT55288
SMC Networks, HW Maint. PS57989
SONY PT61921
Toshiba Laptops PT55667
Xerox Printer PT59176



Please print only as needed!

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: JUNE 27, 2008

- (a) Purpose of Amendment: To amend 2008 Nursing Education Appropriations with HCRA R&R Grant Funds.

- (b) Appropriation Code (with title), Object Code (with title) and Amount: EF.60200.8800 444 Westmount, Nursing - Nurses' Stations - Travel, Conferences, Workshops - Travel/Education/Conference \$900.00

- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA Grant - Recruitment Retention - Health, Other \$900.00

"Online Internet Broadcast Seminar"

Capture of the live seminar is presented for nurses who need to learn the MDS process, but are unable to attend in person. This option saves considerable expense and traveling time to attend the actual seminar.

This new option is very practical and can be viewed at any time. You are free to set your own schedule and review or repeat all, or any part over a whole month.

Total viewing time of the seminar after editing is approximately 10 hours. You could choose to have any number of sessions, at any time over a period of 30 days. There is also an interactive menu, a feature of special value because it allows you to return to and study any section where you need more study time.

Fast Access to the internet is required to view this course. You will also need the latest versions of Internet Explorer, and Windows Media Player.

REGISTER ONLINE AT WWW.NRAI.NET FOR ACCESS CODES AND TRAINING MANUAL TO FOLLOW VIA PRIORITY POST!

CEU'S 18 HOURS

CE Provider # FBN 3398
CE Provider # 50-2790 Admin



Online
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7 days a week



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Form below to:

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322 Battle Road
Antioch, TN 37013

YES! I would like to register for the MDS Seminar Online with Certification included.

\$349.00 + \$8.75 S&H

ONLINE INTERNET BROADCAST REGISTRATION

Facility: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____

Name: _____ RN - LPN

Address: _____

City: _____ St: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Important: Send your payment now. Tuition is due before seminar. Please make all checks payable to NRAI, Inc.

Please check one of the following:



Check Enclosed Payable To: NRAI, Inc

Please Charge My: _____

Card No. _____ Exp: _____

Total Payment: _____

Cardholders Name: _____ (print)

Signature: _____

- This Seminar is approved by NAB for administrators.



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Fax: 561-450-5767

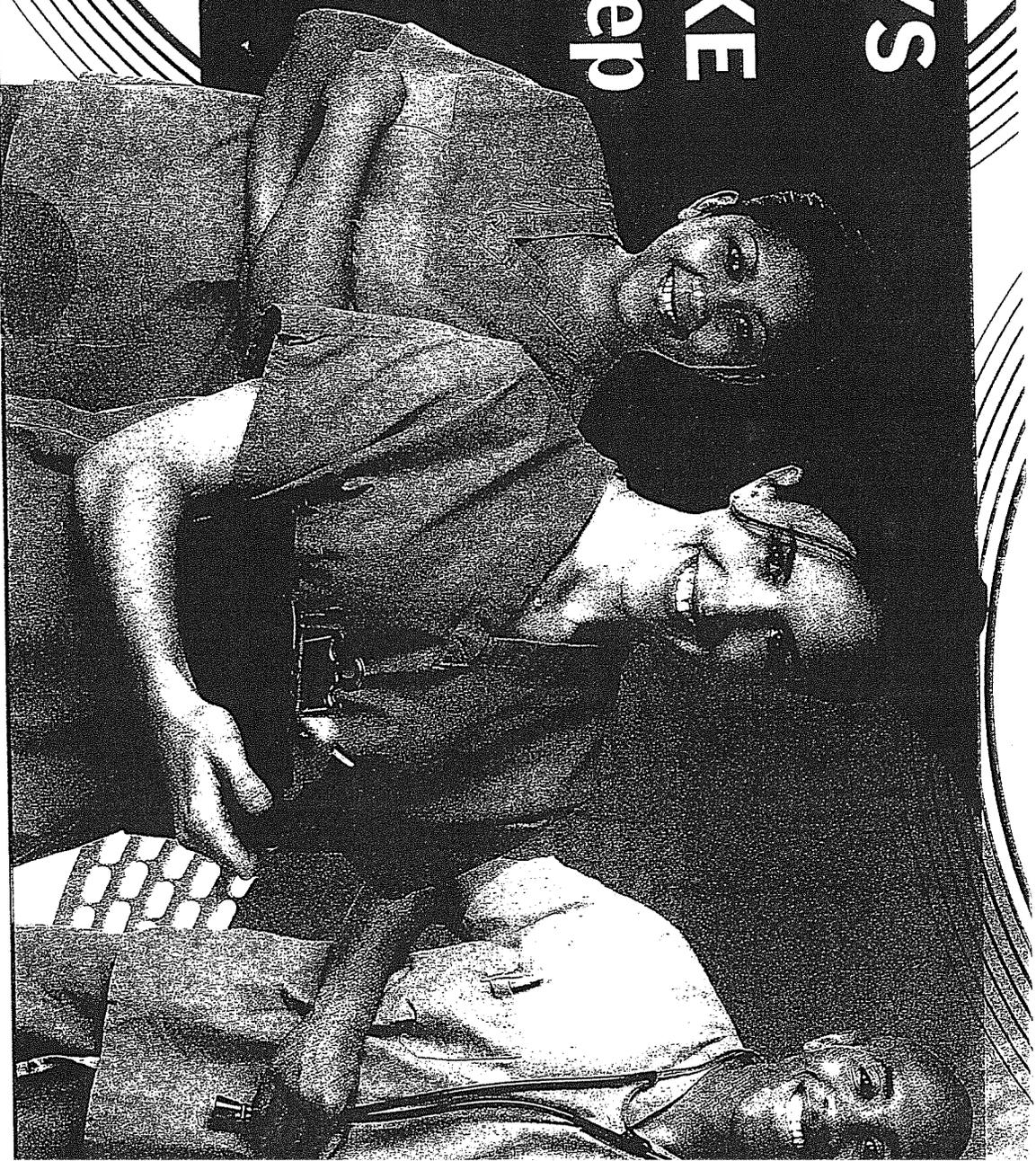
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14194821
 Rosemary Duers
 Director of Nursing
 Westmount Health Facility
 42 Gurney Ln
 Queensbury, NY 12804-8250

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: JUNE 27, 2008

- (a) Purpose of Amendment: To Amend 2008 Social Services Education Appropriations with HCRA R&R Grant funds.

- (b) Appropriation Code (with title), Object Code (with title) and Amount: EF.73800.8800 444 Westmount, Social Services, Travel, Conferences, Workshops - Travel/Education/Conference \$170.00

- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA Grant - Recruitment Retention - Health, Other \$170.00

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

**If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: JUNE 27, 2008

- (a) Purpose of Amendment: To amend 2008 Activities Education Appropriations with HCRA R&R Grant funds.

- (b) Appropriation Code (with title), Object Code (with title) and Amount: EF.72600.8800 444 Westmount, Activities Program, Travel, Conferences, Workshops - Travel/Education/Conference \$170.00

- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA Grant - Recruitment Retention - Health, Other \$170.00

Nurses • Home Healthcare Providers • Social Workers
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Challenging Geriatric Behaviors



- Three A's of Dementia: Anxiety, Agitation, Aggression
- Safe Responses to Aggressive Behaviors
- Depression
- Approaches for Successful Activities or Daily Living
- Dining with Dignity
- Person-Centered Care

Albany, NY
Tuesday
August 19, 2008

Syracuse, NY
Wednesday
August 20, 2008

Cheektowaga, NY
Thursday
August 21, 2008



CHALLENGING GERIATRIC BEHAVIORS

STEP #1: Check location:

- Albany, NY, August 19, 2008 36732ABY
- Syracuse, NY, August 20, 2008 36732SYR
- Checkowayga, NY, August 21, 2008 36732CHK

Seminar Options:

\$164 - choose one of the options below:

- register online (www.psychhealthcare.com) - **GR**
- per person for 2 or more pre-registering together - **GR**
- single registration postmarked three weeks prior to seminar date

- \$169** standard seminar tuition

- \$67.95** *Geropsychiatric and Mental Health Nursing* book (distributed at seminar - saves you shipping costs)

Registration coordinator - \$30 - see inside for info.

CAN'T ATTEND THE SEMINAR?

Challenging Geriatric Behaviors Self-Study Package and Geropsychiatric and Mental Health Nursing book can also be purchased separately. Check the items below to order:

Self-Study Package \$129 KIT011095	Product	
<i>Geropsychiatric and Mental Health Nursing</i> book*	Total \$	
\$67.95 (S/M0111955)		
*Shipping is \$6.95 first item + \$2.00 each add'l item	*Shipping	
**NY residents add applicable state and local taxes	**Tax	
	TOTAL	

STEP #2: Please complete entire form (to notify you of seminar changes):
please print, staple & bring to the forum

VIP# _____ (above name on address panel below)

Entering your VIP Code also enters your name into monthly drawing for free seminar pass!

Name _____ Profession _____

Employer Name _____

Employer Account Payable E-mail _____

Employer Address _____

Dept./Floor/Suite _____

City _____ County _____

State _____ Zip _____

Home/Cell Ph (_____) _____

Dept Ph (_____) _____

E-mail address _____

For your convenience, a confirmation/receipt will be sent via e-mail.

Call us early with your ADA needs.

PLEASE INCLUDE ADDRESS INFORMATION BELOW EVEN IF INCORRECT:

STEP #3: ALL REGISTRATIONS MUST BE PREPAID.

Purchase orders welcome (attach copy).

Registering by mail: *indicate method of payment*

Check enclosed payable to **PESI HEALTHCARE**

MC VISA AE Discover Novus

16 digits 13 to 16 digits 15 digits 16 digits

Card # _____

Card Exp _____

Signature _____

V-Code # _____

(Vol./Yr./Discipline, last 3 digits - see signature panel on back of card)

(American Express - indicate above account # on back of card)

BY FAX: 800-675-5026 with credit card payment

BY PHONE: 800-843-7763 M-F, 7 am-5 pm, C.T.

Please have credit card information available

ON-LINE: www.psychhealthcare.com

Detach or photocopy (including mailing label) and mail to:

PESI Healthcare

P.O. Box 900

East Clinton, WI 54702-0900

Fed. ID # 39 2053621

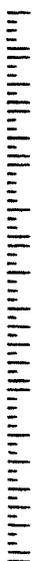
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VIP# 725 8049 36732
MARGARET STUERZEBECKER
ADMINISTRATOR
WESTMOUNT HEALTH FACILITY
42 GURNEY LN
QUEENSBURY NY 12804-8250

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: JUNE 27, 2008

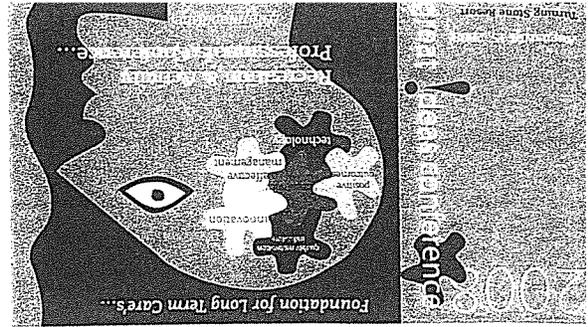
- (a) Purpose of Amendment: To amend 2008 Activities Education Appropriations with HCRA R&R Grant funds.

- (b) Appropriation Code (with title), Object Code (with title) and Amount: EF.72600.8800 444 Westmount, Activities Program, Travel, Conferences, Workshops - Travel/Education/Conference \$350.00

- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA Grant - Recruitment Retention - Health, Other \$350.00

Second Mailing!
Register by July 23
for discount!

Ms. Dolores Truax, Director of Activities
Westmount Health Facility
42 Gurney Lane
Queensbury, NY 12804-9515
NF



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Foundation for Long Term Care
150 State Street, Suite 301
Albany, NY 12207-1698

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Foundation for Long Term Care's...

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innovation
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effective management
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Recreation & Activity Professionals Conference...

An Innovative Learning Experience

August 14-15, 2008
Turning Stone Resort and Casino
Verona, NY

Registration Form

Name: _____
 Title: _____
 Facility: _____
 Address: _____
 City/State/Zip: _____
 Phone: (____) _____ Fax: (____) _____
 E-Mail: _____

I want to attend: (please check)	Before July 23	After July 23
Full conference member	\$349__	\$379__
Full conference non-member	\$389__	\$419__
Thursday only member	\$179__	\$209__
Thursday only non-member	\$199__	\$229__
Friday only member	\$169__	\$199__
Friday only non-member	\$199__	\$229__

STOP AND READ BEFORE PROCEEDING!

If you take advantage of the early bird conference registration offer, the conference registration form must be faxed or post-marked on or before July 23. Additionally, payment or voucher must be received by AUGUST 14; otherwise you will be charged the late registration fee. Payment may be made at the conference.

If you would like to order additional tickets for the cocktail reception on Thursday evening, or if you are a daily attendee, please fill in the following: # of tickets _____ @ \$15.00= _____

SPECIAL MEAL REQUEST: _____ Kosher (a frozen Kosher meal will be served) _____ Vegetarian

Conference Sessions On Thursday, August 14

(please select ONE per time slot)

10:30 a.m. – 12:00 noon

- Grandma Stole My IPOD
- Activity Programming/Younger Generations/MR/DD
- How to Create a Dynamic Dementia Program

1:00 p.m. – 2:30 p.m.

- Adaptive Computer Technologies
- Care Planning
- Good is the Enemy of Great

2:45 p.m. – 4:00 p.m.

- CNA Involvement
- Achieving High/Positive Outcomes
- Management Tools for Activity Directors

Conference Sessions On Friday, August 15

(please select ONE per time slot)

11:00 a.m. – 12:30 p.m.

- Aromatherapy Works
- Influence of the Arts/Landmark Study
- Using Technology for Cognitive Fitness

Please check here if you are disabled and require special services to attend this conference.

PAYMENTS METHOD

Check MasterCard VISA Discover AMEX

Card Number: _____ Expiration Date: _____

Cardholder's Name: (exactly as on card) _____

Authorized Signature: _____

Please make check payable to Foundation for Long Term Care, and mail to FLTC,

Attn: Sandy Kelley, 150 State Street, Suite 301, Albany, NY 12207

phone: (518) 449-7873, fax: (518) 434-4385.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: JUNE 27, 2008

- (a) Purpose of Amendment: To Amend 2008 Nursing Other Equipment Appropriations with HCRA R&R Grant funds.

- (b) Appropriation Code (with title), Object Code (with title) and Amount:
EF.60200.5803 260 Westmount, Nursing - Nurses' Stations, Other Equipment
\$1,600.00

- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA
Grant - Recruitment Retention - Health, Other \$1,600.00

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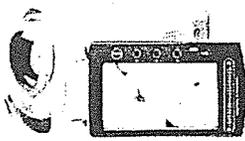
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Product Pricing

\$477.85

Price: Lease from \$14.47/month

Extranet Pricing

Qty:

1

Product ID

CDW Part: 1374642

Mfg. Part: GZMG330HUS

UNSPSC: 45121516

Availability:

In stock and ready for shipment .

Ships same day if ordered before 4 p.m. CT

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Technical Specs

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Camcorder Features

Built-in Light Yes

Digital Still Camera Function Yes

Connections

Qty 1

Type USB, Composite video/audio (input/output), DC power input

Lens System

Features Built-in lens shield

Filter Size 30.5 mm

Focus Adjustment Automatic, Manual

Lens Aperture F/1.8-4

Lens Manufacturer Konica Minolta

Max Focal Length 77 mm

Min Focal Length 2.2 mm

Optical Zoom 35

Type Zoom lens

Zoom Adjustment Motorized drive

Optical Sensor

Camcorder Sensor Resolution 680 Kpix

Optical Sensor Size 1/6"

Optical Sensor Type CCD

Sensor Qty 1 CCD

Video Input

Analog Video Format NTSC

Color Support Color

Digital Video Format MPEG-2

Width 2.1 in

Service & Support

Type 1 year warranty

Digital Player (Recorder)

Type None

Shutter

Max Shutter Speed 1/4000 sec

Min Shutter Speed 1/2 sec

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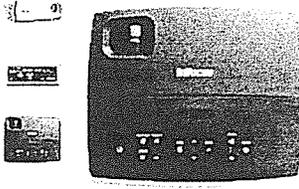
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Product ID

CDW Part: 1398135

Mfg. Part: IN2102EP

UNSPSC: 45111609

Availability:

In stock and ready for shipment .
Ships same day if ordered before 4 p.m. CT

Product Pricing

\$495.64

Lease

Lowest Price: from \$15.01/month

Extranet Pricing

Extranet Pricing \$495.64

Lease from \$15.01/month

NY OGS Infocus \$499.00

Qty:

1

Specs Accessories

Main Features

- SVGA Meeting Room Projector with Brilliant Color
- 2500 ANSI Lumens
- DLP
- 6.9 lbs.
- 3 year warranty

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Technology

The Work Big IN2102 contains an outstanding feature-set and strong performance with SVGA-native resolution of 800x600. This model is ideal for users who typically connect to older computer sources, DVD players, Standard-definition video cameras or other tape-based video content which fall within the SVGA pixel range. The InFocus IN2102 DLP® projector with BrilliantColor™ technology and 5 segment color wheel displays realistic colors and brighter images that last.

Performance

Powered by 2500 Lumens, the IN2100 series project bright images in high ambient light environments. The 2000:1 contrast ratio preserves detail in dark images. The lamp lasts up to 3000 hours and when necessary can be quickly changed without removing an installed projector from the ceiling

Connectivity & Control

Advanced connectivity choices include multiple computer and audio inputs – so it's easy to switch between presenters; a Wireless-Ready port for an easy upgrade to InFocus' LiteShow II, for a less expensive ceiling mounted installation; RS232 port for integration with industry -standard meeting room control systems.

Reliability & Security

The IN2100 projectors are dust-free systems. There aren't any fan filters or lamp screens to change, which makes for 24x7 certified operation, providing around the clock, maintenance free projection.

Security – Kensington lock and PIN code feature will keep the

Digital Zoom 800
 Features Built-in speaker, Direct print, Dolby Digital AC-3 (2 channel) recording, DPOF support, PictBridge support, USB 2.0 compatibility
 Media Type Hard disk drive
 Shooting Modes Digital photo mode
 Still Image Format JPEG
 Type Camcorder

Audio Input

Microphone Form Factor Built-in
 Microphone Operation Mode Stereo
 Type Microphone

Battery

Battery Form Factor Manufacturer specific
 Manufacturer Battery Name JVC BN-VF808U

Cable

Connectivity Details Type A/V cable, USB cable

Camera Flash

Type None

Digital Storage Media

Capacity 30 GB
 Form Factor Built-in
 Type Hard disk drive

Display (Projector)

Diagonal Size 2.7 in
 Display Form Factor Rotating
 Display Format 112,000 pixels
 Output Type Color
 Technology TFT active matrix
 Type LCD display

Environmental Parameters

Humidity Range Operating 35 - 80%
 Max Operating Temperature 104 °F
 Max Storage Temperature 122 °F
 Min Operating Temperature 32 °F
 Min Storage Temperature -4 °F

Header

Manufacturer Pervasive Software
 Model GZ-MG330H
 Packaged Quantity 1
 Product Line JVC Everio

Miscellaneous

Color Diamond silver
 Included Accessories Camcorder shoulder strap

Optical System

Image Stabilizer Electronic

Power Device

Form Factor External
 Type Power adapter

projector in the proper location and under authorized use.

1 year lamp warranty, 3 year projector warranty, and 5 year image warranty

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April 2008 NYS Aggregate PC Purchase

E-quote Number: 1005522109204

Saved By: David Kenyon Phone Number: (518) 761-7659

kenyond@co.warren.ny.us Purchasing Agent:

Saved On: Thursday, June 12, 2008 Notes/Comments:

Expires On: Monday, August 11, 2008 Additional Comments:

contract code: PT55666 NYS Aggregate PC Purch

Description



Latitude D531

Date & Time: June 12,2008 7:52 PM CST

SYSTEM COMPONENTS

Latitude D531	Qty	1
AMD Turion 64 X2 Mobile Processor TL- 60 (2.00GHz 1M), Genuine Windows Vista® Business Downgrade, XP Pro Installed, English	Unit Price	\$562.00

Catalog Number: 84 RCRC1121064-1983758

Module	Description	Show Details
Latitude D531	AMD Turion 64 X2 Mobile Processor TL- 60 (2.00GHz 1M)	
Operating System	Genuine Windows Vista® Business Downgrade, XP Pro Installed, English	
LCDs	14.1 inch Wide Screen WXGA LCD Panel	
Memory	2.0GB, DDR2-667 SDRAM, 2 DIMMS	
Internal Keyboard	Internal English Keyboard	
Graphics	ATI® Integrated Graphics Radeon™ X1270	
Hard Drives	80GB Hard Drive, 9.5MM, 5400RPM	
Floppy Drive	No Floppy Drive	
AC Adapter	65W, A/C Adapter	
Media Bay Devices	24X CD-RW/DVD w/ Cyberlink PowerDVD™	
Energy Star	Energy Star Enabled	
Wireless LAN (802.11)	Dell Wireless™ 1490 802.11a/g Dual-band Mini Card	
System Documentation	No System Documenation	
Batteries	6 Cell Primary Battery	
Carrying Cases	Large Nylon Carrying Case	

Hardware Support Service 3 Year Basic Limited Warranty and 3 Year NBD Onsite Service
Installation Services No Onsite System Setup
Ship Group US System Documentation, Power Cord
Additional System Options CFI,ROUTING SKU
Additional System Options CFI,RU,ASSET REPORT ONLY
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 Dell Part# A1609028

Qty 1
 Unit Price\$5.00

TOTAL:\$567.00

Total Price

Sub-total

Total Price

As low as \$16/month

¹ n/a

² n/a

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sn ECM8

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: June 27, 2008

- (a) Purpose of Request: Approval for payment of Pesticide Application completed May 1, 2008.

- (b) Details: To include the authorization of payment to Grasshopper Gardens Inc. for Pesticied Application - Curative Grub Control in the amount of \$570.00 dollars for a one time application. EF.82200.6822 470 Westmount, Plant Operation and Maintenance, Contracted Services \$23,000.00

- (c) Previous Resolution Number: N/A

Grasshopper Gardens, Inc.

P.O. Box 124

Gansevoort, NY 12831

Invoice

DATE	INVOICE #
5/6/2008	19305

BILL TO
West Mount Health Facility Skip Bessow 42 Gurney Lane Queensbury, NY 12804

JOB SITE

P.O. NO.	TERMS
35470	Due on receipt

SERVICED	DESCRIPTION	AMOUNT
5/1/2008	Application of curative grub control	570.00T

Finance charges will be added at a rate of 1.5% a month (18% per annum) on all amounts not paid within 30 days of when bill is rendered. Minimum charge is .50 cents.

Subtotal	\$570.00
Sales Tax (7.0%)	\$39.90
Payments/Credits	\$0.00
Balance Due	\$609.90

Phone #	Fax #	E-mail
(518)793-9623	(518)793-9625	jamie@nicelawns.com



Grasshopper Gardens, Inc.

P.O. Box 124

Gansevoort, NY 12831

Phone: 518-793-9623

Fax: 518-793-9625

Custom Lawn Fertilization Program

Date: April 29, 2008	Customer Contact Info.
Customer: Skip Bessow	Work: 0
Job Site: Warren County West Mount Health Facility Queensbury, NY 12804	Home: 0 Cell: 0

Lawn Program Specifications

Business Registration Number: 10218

Applicator Registration Number: C5805451

Areas to be fertilized: Entire lawn

Fertilizer will be applied as listed.

Please follow watering and other instructions as noted.

Application

#	ID	Price
1	F13 Pesticide Application Curative Grub Control Dylox 6.2 EPA Reg. Number: 10404-58 Caution: Active Ingredient: Dimethyl Keep out of reach of children. Hazards to humans and domestic animals. May be harmful if swallowed. Do not take internally. Do not breathe dust. Avoid contact with eyes, skin, or clothing. This product is toxic to fish, birds, and wildlife. Do not apply directly to water. Fast acting insecticide to control white grubs, moles crickets, sod webworms, and cutworms	\$570.00

Water lawn within 24 hours
Do not cut lawn for 1-3 days
Stay off lawn for 24 hours

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Westmount Health Facility

DATE: June 27, 2008

- (a) Purpose of Contract Change: To Amend Contract with Grasshopper Gardens Inc. to include Lawn Fertilization Program - 2008.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Reso # 163 of 2007
- (c) Name of Contractor: Grasshopper Gardens, Inc.
- (d) Address of Contractor: PO Box 124, Gansevoort, NY 12831
- (e) Contractor's Contact Person and Telephone Number: Jeremy DeLisle 793-9623
- (f) Commencement Date of Extension: 5/7/08
- (g) Termination Date of Extension: December 31, 2008
- (h) Payment Provisions:
 - i) lump sum amount See Attached
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: EF.82200.6822 470 Westmount, Plant Operation and Maintenance, Contracted Services \$23,000.00.

Grasshopper Gardens, Inc.

P.O. Box 124
Gansevoort, NY 12831
Phone: 518-793-9623
Fax: 518-793-9625

Lawn Fertilization Program- 2008

Date:	May 7, 2008	Customer Contact Info.
Customer:	Skip Bessow	Work: 0
Job Site:	Warren County West Mount Health Facility Queensbury, NY 12804	Home: 0 Cell: 0

Lawn Program Specifications
Business Registration Number: 10218
Applicator Registration Number: C5805451

Areas to be fertilized: Entire lawn

Fertilizer will be applied as listed.
Please follow watering and other instructions as noted.

Application

#	ID		Price
1	F30	Starter Fertilizer 18-24-12 To keep lawn healthy, thick and green	\$550.00
<div style="border: 1px solid black; padding: 2px; display: inline-block;">Lawn can be watered Do not cut lawn for 24 hours</div> <p>Approximate Dates for application: July 15, 2008</p>			
2	F7	Pesticide Application with Fertilizer Turf fertilizer with grub control Merit 0.2 Plus fertilizer 24-0-8 40% PPSCU EPA Reg. Number - 432-1349-10404 Caution: Active Ingredient: Imidacloprid Keep out of reach of children. Hazards to humans and domestic animals. Causes eye irritation, harmful if swallowed, or absorbed through skin.	\$600.00

This product is made of aquatic invertebrates.
Do not apply directly to water.

Effectively controls grub activity for entire season

Lawn can be watered.
Do not cut lawn for 24 hours
Stay off lawn for 24 hours

Approximate Dates for application:
June 19-20 2008

3 F30 Starter Fertilizer \$550.00

18-24-12
To keep lawn healthy, thick and green

Lawn can be watered
Do not cut lawn for 24 hours

Approximate Dates for application:
Aug 15, 2008

Total number of pesticide applications: 1
Total cost of pesticide applications: \$600.00

Total number of turf fertilizer applications: 2
Total cost of turf fertilizer applications: \$1,100.00

Lawn Fertilization Provisions
A. Product substitutions may be made. Grasshopper Gardens, Inc. guarantees any substituted product will be equal or greater in effectiveness and value as specified.
B. Application dates may fluctuate for optimal effectiveness.
C. Customer is responsible to be contactable within 24 hours before any application.
D. Customer is responsible to follow all watering practices as stated.
E. Fertilization will be applied in listed areas only.

Signature:

Jeremy Delisle, Fertilization Supervisor

ACCEPTED: The attached contract specifications, conditions, provisions, and prices are hereby accepted. **Grasshopper Gardens, Inc.** is authorized to do the work as specified. These prices are valid for 30 days. Any changes made to this contract may result in price adjustments.

The above prices do not include NYS Sales tax.

** Surcharges due to rising fuel and material costs will be billed separately from this contract price as deemed necessary by the contractor.

** I certify that I have read and agree with the contract provisions.

Date: _____

Signature: _____

New Lawn program

Warren County West Mount Health Facility
Queensbury, NY 12804

*** Please sign and return one entire copy to our office. Thank You.

*** Please complete the contact information below. Thank You.

Customer Contact Information

Home Phone: _____ Cell Phone: _____

Work Phone: _____ E-Mail: _____

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: JUNE 27, 2008

- (a) Purpose of Contract Change: Extending Existing Contract

- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 466 of 2006

- (c) Name of Contractor: M. M. Hayes Company

- (d) Address of Contractor: 16 Sage Estate, Albany, NY 12204

- (e) Contractor's Contact Person and Telephone Number: John Hayes 518 459-5545

- (f) Commencement Date of Extension: July 1, 2008 through June 30, 2009

- (g) Termination Date of Extension: Continual

- (h) Payment Provisions:
 - i) lump sum amount \$1,912.00
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.

- (i) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: EF.83110.6300 422 Fiscal/Repair & Maintain Equipment \$ 10,500.00.

M. M. Hayes Company, Inc.

Leaders in Time Accounting, HR, and Payroll Solutions

16 The Sage Estate
(518) 459-5545

Albany, NY 12204
Fax (518) 459-5593

visit us online at www.mmhayes.com

RECEIVED MAY 19 2008

INVOICE NO. 58254

DATE: 5/16/2008

SOLD TO

Westmount Health
Gurney Lane
Queensbury, NY 12804

Maintenance Contract

CUST. NO. 0001240	SHIP VIA	F.O.B.	CARTONS	ACCOUNT REPRESENTATIVE John Hayes
DATE SHIPPED	CUSTOMER ORDER NO. Maintenance	TERMS Net 45	STATEMENT TYPE INVOICE	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Annual Maintenance Kronos Timekeeper Central 150 Employees, 1-user Kronos CardSaver Module 150 Employees, 1-user Kronos Archiver Module 150 Employees, 1-user Kronos Accruals Module 150 Employees, 1-user (1) Kronos Model 460 Timekeeper Terminal Effective Dates: July 1, 2008 - June 30, 2009 Please sign and return one copy of the agreement with the remittance.	1,912.00	1,912.00

Net Invoice:	1,912.00
Sales Tax:	0.00
Total:	1,912.00



Kronos Frontline Labor Management Systems by M.M. HAYES COMPANY, INC.

16 The Sage Estate, Albany, New York 12204
Phone (518) 459-5545 Fax: (518) 459-5593

MAINTENANCE AGREEMENT

CUSTOMER NAME Westmount Health		SERVICING OFFICE: M.M. Hayes Co., Inc.	
ADDRESS Gurney Lane		16 The Sage Estate	
CITY, STATE, ZIP Queensbury, NY 12804		Albany, NY 12204	
CONTACT Betsy Henkel	EFFECTIVE DATE: 7/1/08 - 6/30/09	CUSTOMER P.O. NUMBER:	DATE: 5/16/08
TELEPHONE	AGREEMENT NUMBER: 58254		

M.M. Hayes Company, Inc., a New York corporation having its principal place of business at 16 The Sage Estate, Albany, New York 12204 ("M.M. Hayes") and Westmount Health ("CUSTOMER") hereby agree to the terms and conditions on the front and reverse sides of this Agreement, under which M.M. Hayes shall provide Maintenance Service for the Equipment, Standard Software, and Custom Software shown on the schedule(s) below:

EQUIPMENT (HARDWARE) SCHEDULE

1	Kronos Model 460 Timekeeper Terminal

STANDARD SOFTWARE SCHEDULE

QTY.	MODEL/DESCRIPTION
1	Kronos Timekeeper Central 150 Employees, Single-User
1	Kronos CardSaver Module 150 Employees, Single-User
1	Kronos Archiver Module 150 Employees, Single-User
1	Kronos Accruals Module 150 Employees, Single-User

CUSTOM SOFTWARE SCHEDULE

CUSTOM PROJECT NUMBER	CUSTOM PROJECT DESCRIPTION	ANNUAL CUSTOM SOFTWARE MAINTENANCE CHARGES
SUBTOTAL:		\$ 1,912.00
TOTAL ANNUAL MAINTENANCE CHARGES FOR EQUIPMENT, STANDARD AND CUSTOM SOFTWARE:		\$ 1,912.00

CUSTOMER ACKNOWLEDGES THAT HE HAS READ BOTH SIDES OF THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN.

AGREED TO AND ACCEPTED:

M.M. HAYES COMPANY, INC.

By:

Title: Director of Contractual Services

Date: 5/16/08

CUSTOMER: **Westmount Health**
(Customer Name - Please Print)

By: _____
Authorized Signature

Title: _____

Date: _____

Dear Barbara and Staff,

The family of Mildred Decker would like to extend our heartfelt thanks and recognition to each person who is employed at Westmount Health Facility, for we know that even if we were not privileged enough to meet every one of you, you are all part of a dedicated and compassionate team that enabled our mother's last few months to be meaningful ones.

We recognize that it is a daunting task to provide physical, mental and emotional support to eighty infirm individuals and still keep your sanity and sense of humor about you, but Westmount employees do it well. My sisters and I would like to thank you for the patience and many kindnesses shown to our mother as she struggled to retain her daily living skills while trying to make some sense of her increasingly confusing world. We repeatedly witnessed treatment not only for her, but for all of the residents, being administered with a sense of dignity and respect for every individual, and we want you to know it did not go unnoticed.

Perhaps your greatest show of love and respect for our mother came not as she lived her life, but when she faced her impending death. At this point, the words "thank you" just doesn't seem enough. The tenderness and compassion shown by the nursing staff as they cared for both Mildred and our family was absolutely amazing, and we will never forget it. Yes, every one of you did your jobs, but you did much, much more than that. Every staff person we encountered, from the maintenance men to the kitchen staff, gave us their condolences, shared a story about Mom with us or asked if we had everything we needed. Nurses encouraged us to remember to eat, the kitchen provided coffee and refreshments to the family and laundry delivered fresh towels and washcloths for my sisters and I after long nights sleeping at our mother's bedside. Even housekeeping came and went so quietly that we hardly noticed, but then again, that is exactly the type of thing we really did notice- the fact that the respect you showed us was a reflection of how you felt about our mother and the career choices you made. It is clear that your number one priority is your residents, and you treat them as if they were your own family. The genuine love that many of you openly expressed for our mother often brought us to tears, yet at the same time it let us know without a doubt that our decision to place someone so special in your care was the right one. We miss her terribly, but if she had to leave us, it was an honor to have such competent, compassionate and loving hands help guide her to that end.

So to all of you-- please know, that in this backwards world where health care workers are both underpaid and underappreciated, the Decker family cannot say enough wonderful things about you, and we would like to thank you from the bottom of our hearts.

Sincerely,

Pat Quinn
Kathi Decker
Seanne Tomnesen
&
Families

Irma Distelberg

LAKE GEORGE ♦ Irma Distelberg, 86, recently of Finkle Farm Road in the town of Lake George and formerly of Sharon Springs (Schoharie County) died Friday, June 6, 2008, at Westmount Health Facility in Queensbury, after a brief illness.

Born in Paterson, N.J. on Feb. 6, 1922, she was the daughter of the late Ernest and Florence (Stad) Vanderstad.

Mrs. Distelberg was a 1966 graduate of the nursing program at Herkimer County Community College. She had owned and operated a bakery in New Jersey prior to relocating to Sharon Springs in 1957. While in Sharon Springs, Mrs. Distelberg owned and operated a dairy farm for 20 years with her husband. Subsequently, she was a nurse primarily for Cobleskill Regional Hospital in Schoharie County and also briefly in Florida before retiring in 1985.

She married her husband, John Distelberg Sr., on June 18, 1941. He died in 1988.

Survivors include a daughter, Janet Lambert (Raymond) of Lake George; two sons, John Distelberg Jr. (Kathie) of Seymour, Tenn., and Robert Dis-

telberg (Marilyn) of Newfane, Vt.; a brother and three sisters all of Sharon Springs, Ronald Vanderstad, Sally Mosser, Jean DeSimone and Florence Vanderstad; nine grandchildren; six great grandchildren; and five step-greatgrandchildren.

Services will be held 11 a.m. Tuesday, June 10, at the Sharon Springs United Methodist Church, highway Route 20. Burial will follow in Sharon Cemetery, Leesville.

Memorial contributions may be made to the American Heart Association, Heart Gift Dept., P.O. Box 3049, Syracuse, NY 13320.

Arrangements are by Lappeus Funeral Home, Sharon Springs.

The family of Irma Distelberg would like to express sincere thanks to the wonderful professionals at Westmount Health Facility. The staff there worked day in and day out to make Mom's life over the last year as comfortable as possible. Their dedication, professionalism, and the loving care they show all the residents is truly amazing. Bless you all. The Distelberg and Lambert families.

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are



NYAHS | New York Association of
Homes & Services for the Aging

150 State Street • Suite 301 • Albany, New York 12207-1698 • Telephone: (518) 449-2707 • Fax: (518) 453-8908 • www.nyahsa.org

June 2, 2008

Ms. Donna Barrant
C.N.A.
Westmount Health Facility
42 Gurnay Lane
Queensbury, NY 12804

Dear Ms. Barrant:

It is my pleasure to inform you that you have been selected as a recipient of the New York Association of Homes and Services for the Aging's (NYAHS's) 2008 Long Term Care Employee of Distinction award. Your name was placed in nomination by Marie McWhanter.

The award was created to acknowledge the extraordinary efforts of the front line staff working in the Association's member organizations. The award's purpose is to provide patients, residents and other employees with the opportunity to recognize those individuals who have demonstrated a willingness to make personal sacrifices to improve the lives of others. The ones, like you, who go beyond the expected and bring a special compassion and personal commitment of excellence to their job each day. There is no greater honor than having your extraordinary efforts and qualities of leadership recognized by your peers and those you serve each day. We at NYAHS commend you for your exemplary work. Clearly what you do makes a difference. I am enclosing a copy of the nomination we received which proves it.

The award presentation will be made at your facility at your convenience. My assistant, Nancy Caban, will be contacting Ms. McWhanter to arrange a time for the presentation ceremony.

I look forward to meeting you.

Sincerely,

Carl Young
President

/enclosure

cc: Ms. Marie McWhanter, Physical Therapist

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: June 27, 2008

- (a) Purpose of Amendment: To Amend 2008 Administration Supplies Appropriations with HCRA Grant Funds.

- (b) Appropriation Code (with title), Object Code (with title) and Amount:
EF.83500.5500 410 Westmount, Administration Services, Office Supplies \$ 7,224.00

- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA Grant - Recruitment Retention, Health, Other \$ 7,224.00

HCRA RECRUITMENT & RETENTION GRANT FUNDS UTILIZED FOR:

1) Great Escape Day Passes.

130 Full-time Staff

2 each @ \$23.59 = \$47.18

TOTAL - \$6,133.40

Contact Al @ 798-1084 ext. 3348

2) AAA Queensbury

Discount Movie Tickets

46 tickets @ \$7.50 each = \$345.00

3) Brooklyn Pizza – Queensbury

23 (\$15.00 pizza coupons) = \$345.00

4) Stewart's Shop

17 Gas Cards @ \$20.00 each = \$340.00

5) Stewart's Shop

50 Coffee Gift Certificates @ \$1.20 = \$60.00

TOTAL FUNDS UTILIZED \$7,223.40

WESTMOUNT CURRENT STAFFING LEVELS - APRIL 2008

		POSITIONS	CURRENT STAFF	EMPLOYEE STATUS
7AM - 3PM	RN F/T	4	4	
	RN P/T	1	0	
	LPN F/T	3	2	1 MLOA
	CNA F/T	18	18	
	CNA P/T	2	2	
SUBTOTALS		28	26	

3PM - 11PM	RN F/T	1	1	
	RN Relief F/T	1	1	
	RN PER-DIEM	8	7	VERY LIMITED AVAILABILITY; 1 MLOA
	LPN F/T	3	2	
	LPN PER-DIEM	8	7	VERY LIMITED AVAILABILITY
	CNA F/T	12	10	1 MLOA, 1 VACANCY
	CNA PER-DIEM	7	7	VERY LIMITED AVAILABILITY; 1 MLOA
SUBTOTALS		40	35	

11PM - 7AM	RN F/T	1	0	1 MLOA
	RN Relief F/T	1	1	
	LPN F/T	3	2	1 MLOA
	CNA F/T	8	6	2 MLOA
SUBTOTALS		13	9	

GRAND TOTALS 81 70

Administrative Staff
April & May through June 11, 2008

Currently there are 4 vacancies in the Nursing Department:

1 – RN Relief 7-3p P/T (2 days/week)
1 – 3-11 FT LPN
1 – FT 3-11 CNA

New Hires:

Ed Peterson, CNA, P/D – 4/4/8
Jacklyn Hoffman, PCP, PT – 4/4/8 – Termed 6/2/8
Nancy LaFrance, Acct. Clerk, Fiscal – 4/14/8
Jeanne Bonner, RN, P/D – 4/29/8
Paula Baer, LPN, F/T 11-7 – 4/29/8
Lorraine Fuller, CNA, P/D – 5/20/8
Ashley Snow, CNA, PD, 3-11 – 5/20/8
Jim Caliguirri, RN, FT Relief 3-11 & 11-7
Nicole Tomasavic, PT Ward Clerk Assistant, PT, 9-2 – 06/15/08
Donna LaVergne, CNA, PD, 3-11 – 6/10/8
Jamie Allen, PCP, PT, 9-1, 6/10/8

Terms:

Kelly Millard, CNA, 3-11 (Orientation) - Termed 04/03/08
Donna McGlothlin, CNA, PD, 3-11 – Termed 05/10/08
Kayla Darrah, CNA, FT, 3-11 – Termed 5/27/8
Nancy Buschle – Clerk, PT – Termed 5/27/8
Mary Dennison, LPN, FT 3-11 – Resigned 06/06/08

Status Changes:

Jean Lawrence, CNA, F/T 3-11 to Per Diem - 04/15/08
Rebecca Bailey-Sternfeld, LPN, 11-7 to Per Diem – 01/03/08

Leave of Absence:

Melody Hall, CNA, F/T, 3-11 MLOA
Stacey Fish, CNA, F/T, 7-3 MLOA
Cie Buschle, P/T Ward Clerk Assistant, MLOA – Terminated 5/27/8
Sharon Griffith, CNA, F/T 11-7, MLOA 'til further notice
Lynn White, CNA, MLOA
Jean Bonner, RN, PD, MLOA
Regis Burns, RN, PD, MLOA
JoAnne Park, CNA, FT 11-7, MLOA
Stacey Fish, CNA, FT 7-3 – Returned 5/20/8

Return from LOA:

Tracey Mattice, CNA, P/D – Returned FT 3-11
Edith Santalis, CNA, F/T, 3-11 – Returned FT 3-11
Melody Hall, CNA, FT 3-11 – Returned 5/26/8
Lynn White, CAN FT 3-11 – Returned Light Duty 5/13/8

Alternate Duty:

Lynn White, CAN FT 3-11 – Light Duty MLOA again 06/17/08

In-services for June 2008 are as follows:

Mandatory: **Elopement**
CNA's: **Aggression**

WESTMOUNT HEALTH FACILITY

A SKILLED NURSING HOME operated by Warren County

42 GURNEY LANE - QUEENSBURY, NY 12804
Phone: (518)761-6540 Fax: (518) 761-6590

Barbara B. Taggart
Administrator

June 26, 2008

#4100	Nursing Administration	.45 Hours - Overtime
#4101	RN Supervisors	33.00 Hours - Overtime
#4102	RN	24.35 Hours - Overtime
#4103	LPN	27.60 Hours - Overtime
#4104	CNA	103.25 Hours - Overtime
#4105	Activities	.55 Hours - Overtime
#4109	Dietary	1.90 Hours - Overtime
#4110	Maintenance	2.00 Hours - Overtime
#4111	Housekeeping	0.00 Hours - Overtime
#4112	Laundry	.40 Hours - Overtime
#4114	Fiscal Services	9.25 Hours - Overtime

Report Dates - 06/09/08 - 06/26/08

CDPHP ANCILLARY PROVIDER AGREEMENT

Handwritten initials/signature

THIS AGREEMENT (hereinafter "Agreement"), is made and entered into by and between **CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.**, a not-for-profit corporation duly organized and existing under the laws of the State of New York, and certified under Article 44 of the Public Health Law of the State of New York, having a principal office for the transaction of business located at 500 Patroon Creek Boulevard, Albany, New York 12206-1057 and its Affiliates (collectively, "CDPHP"), and **WARREN COUNTY HEALTH SERVICES**, a corporation duly organized and existing under the laws of the State of NY, and licensed under Article 36 of the Public Health Law of the State of NY, having a principal location for the transaction of business at 1340 State Route 9, Lake George, NY 12845 (hereinafter "Provider").

PURPOSES

CDPHP is engaged in the business of operating a health maintenance organization (hereinafter "HMO"). Provider is engaged in the business of providing health services as described in Schedule A, annexed hereto and made a part hereof. CDPHP and Provider desire to enter into this Agreement in order to provide Covered Services to Members (capitalized terms are defined below), and for the mutual benefit of CDPHP and Provider.

In consideration of the foregoing, and in consideration of the following terms, covenants and conditions, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- A. Affiliate:** An entity that directly or indirectly is controlled by or under common control with CDPHP or is associated with CDPHP and is listed on Schedule C to this Agreement, as may be amended from time to time, including any subsidiary or successor corporation thereto.
- B. Covered Services:** Those Medically Necessary Services provided to a Member under a Membership Contract.
- C. Medical Director:** A physician designated by CDPHP to exercise general supervision over the provision of medical care to Members.
- D. Medical Emergency:** A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in (1) placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy; (2) serious impairment to such person's bodily functions; (3) serious dysfunction of any bodily organ or part of such person, or (4) serious disfigurement of such person.
- E. Medically Necessary Services:** Those health care services defined by the Medical Director, or the Medical Director's designee, that are necessary to treat and/or alleviate symptoms of an illness, disorder or condition, are rendered at an appropriate level of intensity, can reasonably be expected to promote effective outcomes, are provided efficiently and economically, and facilitate quality of care. As used in this Agreement, this definition applies to the determination of whether the provision of such services is eligible for CDPHP payment, and not whether such services are appropriate as a matter of professional medical judgment.
- F. Member:** A person who is entitled to receive Covered Services in accordance with the terms of a Membership Contract.
- G. Membership Contract:** A written agreement that defines the terms, conditions and limitations for the provision of Covered Services to Members.

H. Participating Physician: A physician duly licensed to practice medicine who has agreed, pursuant to a contractual arrangement, to provide health care services to Members.

I. Participating Provider: A non-physician health care professional or group or institutional provider that has agreed, pursuant to a contractual arrangement, to provide health care services to Members.

J. Rate(s): The reimbursement amount(s) for Covered Services, as set forth in Schedule A, annexed hereto and made a part hereof.

ARTICLE II - ELIGIBILITY FOR SERVICE

A. Benefit Eligibility Procedures. CDPHP will provide each Member with a Membership card, which shows that the Member is eligible to receive Covered Services. Provider should verify the validity of such cards. Provider may verify Member eligibility and Covered Services during CDPHP's regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), as may be modified by CDPHP from time to time, by calling (518) 641-4100 or (800) 274-2332, or at such other telephone numbers as CDPHP may provide.

ARTICLE III - PROVIDER SERVICES

A. Provider Services. Provider shall make available to CDPHP for the use and benefit of Members, Covered Services in accordance with Schedule A, at the Rates specified in Schedule A or other applicable Schedule to this Agreement. Provider shall provide such Covered Services in accordance with all applicable state and federal laws, rules and regulations, and the terms of this Agreement, including, without limitation: (1) Schedule B to this Agreement, regarding the provision of services to Members of CDPHP's Medicare Advantage Program that may exist now or in the future, (2) Schedule E to this Agreement, regarding the provision of services to Members of other government-sponsored programs, and (3) if applicable, any state law provider contract requirements that may be identified in Schedule F to this Agreement. Schedule D, which is annexed hereto and made a part hereof, contains the New York State Department of Health's "Standard Clauses" Appendix for HMO and IPA Provider Contracts, without modification. In the event of any conflict between the provisions of Schedule D and any other part of this Agreement, the provisions of Schedule D shall prevail, except to the extent applicable law requires otherwise and/or to the extent a provision of this Agreement exceeds the minimum requirements of Schedule D. In the event Provider desires or decides to render to a Member a health care service which is not included in Schedule A, Provider shall first contact the Medical Director (or designee) for prior approval and to confirm the Member's eligibility for said service. CDPHP is not responsible for payment for services not included in Schedule A where Provider has not obtained CDPHP's such prior written approval.

B. No Discrimination. Provider shall not discriminate against Members by reason of their status as Members, or on the basis of Members' age, sex, race, creed, color, national origin, ancestry, language needs, religion, marital status, sexual orientation, disability, handicap, health or mental health history, status, condition or source of payment; or any criteria which are prohibited by law or this Agreement; or make its services more readily available to those who are not Members than to those who are Members.

C. Provider Qualifications. All Covered Services shall be performed by duly licensed, certified and trained personnel, as required by applicable law. In the event Provider becomes aware that a Participating Physician or Participating Provider becomes subject to disciplinary proceedings that could lead to or that actually result in revocation, suspension or limitation of privileges, Provider shall so notify CDPHP in writing at Provider's earliest opportunity.

D. CDPHP Policies and Procedures. Provider agrees to cooperate fully and abide by all rules, policies and procedures of CDPHP, including, without limitation, programs of utilization management and quality enhancement processes (which are described in CDPHP's provider manual such as the Facility Administrative Manual or Resource Coordination Policy Manual, as may be amended from time to time), peer review evaluations, external audit consultants, health care provider credentialing and Member grievance procedures. In this regard, Provider shall participate in concurrent review, and abide by all CDPHP criteria regulating appropriateness and medical necessity of services to Members, as may be established and modified from time to time by CDPHP. CDPHP will post on its internet website or provide written notice of any such rule, policy or procedure change at least sixty (60) days prior to the effective date of such change. CDPHP's Utilization Management Program determinations are based on appropriateness of care and service. CDPHP does not compensate health care practitioners or other individuals conducting utilization reviews for denials of coverage or service. CDPHP provides no financial incentives to Utilization Management decision-makers to encourage such denials. Provider agrees to implement national quality of care standards that relate to patient care, including those identified by CDPHP. Upon request, Provider shall inform CDPHP of its progress in its implementation of such standards.

ARTICLE IV - PAYMENT FOR SERVICES

A. Rates. As full compensation for Covered Services, Provider shall claim and accept and CDPHP shall pay the Rates set forth in Schedule A or other applicable Schedule to this Agreement, subject to CDPHP's coordination of benefits (hereinafter "COB") policies and procedures.

B. Eligible Claims. Provider shall bill CDPHP only for Covered Services provided during a Member's CDPHP-verified eligibility period and in conformance with the specific benefit provisions contained in the Membership Contract. In the event a Member disenrolls from CDPHP or is terminated and no longer a Member, or a Member benefit is no longer made available to the Member by CDPHP for any reason, Provider will look to private pay or other third party payor for reimbursement

C. Submission of Claims. Provider shall submit all claims to CDPHP using the National Provider Identifier (NPI), when applicable, and via electronic means using the 837 format in conformance with 45 C.F.R. Part 162, that relates to standard transactions and code sets. Such billing information shall be submitted with proper CPT and/or HCPCS coding as provided in Schedule A. Provider shall submit claims for Covered Services rendered to Members within one hundred eighty (180) days from the first date such services are rendered. CDPHP shall not be obligated to pay any claim that Provider submits for payment more than one hundred eighty (180) days after the date the services are rendered to a Member. When COB is involved, Provider shall bill CDPHP within one hundred eighty (180) days of receipt of another payor's Explanation of Benefits. Failure to comply with this provision will result in denial of payment for Covered Services, and Provider will hold Members harmless from any responsibility for payment of same. Provider agrees to cooperate in the effective implementation of the provisions of Members' Membership Contracts relating to COB and subrogation. Provider further agrees that any requests by Provider for adjustment of previously adjudicated claims must be made within one hundred eighty (180) days of the adjudication date, unless adjustments are the result of or due to rate changes mandated by law.

D. Coordination of Benefits. Provider agrees that CDPHP is entitled to: determine whether and to what extent a Member has indemnity or other coverage for Covered Services provided under this Agreement; establish priorities for primary responsibility among payors obligated to provide services or indemnity benefits to Members; release to or obtain from any other payor any information needed to implement this provision; and recover the value of Covered Services rendered to a Member under this Agreement to the extent that such services are actually paid out, provided or indemnified by any other payor. When CDPHP is a secondary or later plan for Covered Services (not a primary plan as defined in Title 11 *New York Codes, Rules and Regulations* §52.23(g)(1)), payment shall be made in accordance with CDPHP's rules regarding coordination of benefits, including, without limitation, those set forth in Membership Contracts and CDPHP's provider manual such as the Facility Administrative Manual or Resource Coordination Guide. CDPHP shall only pay Provider any balance due to Provider, up to the allowable expense as determined by the primary plan. For purposes of this Agreement, primary plan may include, but is not limited to, hospital service corporations, health maintenance organizations, indemnity corporations, commercial carriers, self-insured or self-funded plans and Medicare.

E. Claims Payment Procedures. Upon receipt of a reasonably clear and undisputed claim for Covered Services, CDPHP will make payment to Provider within forty-five days in accordance with *New York Insurance Law* §3224-a (which pertains to timely claims payment). CDPHP may retrospectively adjust or recalculate payments to Provider, and make additional payments to Provider or collect from Provider or retain sums from future payments to Provider, for reasons including, without limitation, Member enrollment and eligibility, utilization review, Members' Membership Contracts and benefits, inaccurate, incorrect or erroneous billing or payment at any time, subject to applicable law. CDPHP will rely upon all enrollment, premium payment, Member, group, utilization, claims billing and payment, and any other applicable information available to it. Such adjustment and recalculation will be completed within forty-five (45) days of CDPHP's receipt or obtaining of sufficient reasonably clear information to make such modifications. Upon request, CDPHP will provide Provider with a summary of the applicable calculations and adjustments.

F. Member Payments and Continuation of Treatment. In no event, including, but not limited to, nonpayment by CDPHP, insolvency of CDPHP or breach of this Agreement, shall Provider bill, charge, collect a deposit or other sums from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, or a person or entity other than CDPHP acting on a Member's behalf, for Covered Services. Notwithstanding the provisions of this Paragraph IV.F, Provider is obligated to collect co-payments, co-insurance and deductible charges from Members where Members are required to pay same under their Membership Contracts, and Provider may collect fees from Members for services which are not Covered Services, provided the Members have been advised by Provider that such services are not covered by CDPHP and the Members have agreed to pay for such services prior to Provider's provision of same. Provider shall not otherwise request payment from a Member for Covered Services. In the event a Member disenrolls from CDPHP or is terminated and no longer a Member, or a Member benefit is no longer made available to the Member by CDPHP for any reason, Provider will look to private pay or other third-party payor for reimbursement. In the event of insolvency or other cessation of operations on the part of CDPHP, or termination of this Agreement for any reason, Provider will continue to provide Covered Services to Members for the duration of the Members' Membership Contract period for which premiums have been paid. The provisions of this Paragraph IV.F shall survive any termination of this Agreement, regardless of the reason for termination, including insolvency of CDPHP, and shall be construed to be for the benefit of Members. The provisions of this Paragraph IV.F supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Member, or person acting on a Member's behalf, insofar as such contrary agreement relates to liability for payment for, or continuation of, Covered Services provided under the terms of this Paragraph IV.F.

ARTICLE V – RECORDS AND REPORTS

A. Provider Records. Provider shall prepare and maintain medical and billing information in accordance with applicable law and generally accepted medical, accounting and bookkeeping practices. Provider shall make and maintain appropriate, detailed reports for all services rendered to a Member, and upon completion of such reports, forward a copy of same to the Member's Participating Physician; and upon request, forward a copy to CDPHP at no cost to CDPHP. Provider will maintain all records referenced in this Paragraph V.A for a period of six (6) years from the last date of provision of services to a Member, or until six (6) years after the Member attains majority, or for such other period as may be required by law, whichever is longest.

B. Proprietary and Confidential Information. All medical records maintained by Provider pertaining to Members who are treated by Provider are the property of Provider. All records maintained by CDPHP are the property of CDPHP. Provider and CDPHP shall comply with all applicable federal and state laws, rules and regulations regarding the confidentiality of patient medical records, including, without limitation, all HIV confidentiality requirements pursuant to Title 27-F and Section 2784 of the New York Public Health Law.

C. Records Access. Upon written request, CDPHP and its duly authorized agents shall have free access to such books and records as are customarily maintained by Provider, for purposes including, without limitation, verifying claims information, utilization management, quality improvement, medical necessity, appropriateness of care, and credentialing. CDPHP shall be provided with copies of such records at no cost upon request. Any data or information obtained or maintained by Provider pertaining to the health condition or status of a Member shall be disclosed to CDPHP in accordance with the terms of the Member's Membership Contract or other Member authorization.

D. Survival of Terms. The provisions of this Article V shall survive termination of this Agreement, regardless of the reason for termination, including insolvency of CDPHP or termination for cause.

ARTICLE VI - TERM AND TERMINATION

A. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue until December 31 (hereinafter "Anniversary Date") of the year in which this Agreement so commences, subject to automatic renewal for one (1)-year terms thereafter, unless either party exercises a right of non-renewal by serving upon the other written notice of non-renewal at least ninety (90) days in advance of any Anniversary Date in which case this Agreement will terminate upon the Anniversary Date.

B. Termination. This Agreement may be terminated by either party, with or without cause, upon at least ninety (90) days' advance written notice served upon the other party. In the event either party desires to so terminate this Agreement, the party serving the notice to terminate must provide advance written notice to the New York State Department of Health.

C. Immediate Termination. Notwithstanding the provisions of Articles VI.A and VI.B herein, either party shall have the right to terminate this Agreement immediately upon written notice served upon the other party in the event that: (1) the other party ceases, permanently or temporarily, to be properly organized, licensed or certified to perform its duties under this Agreement; (2) there is a determination of fraud against the other party by a governmental agency or other governing body; or (3) the other party fails to maintain insurance in accordance with Paragraph VIII.B of this Agreement. CDPHP shall have the further right to terminate this Agreement immediately upon written notice served upon Provider in the event that: (x) Provider's license or right to render health services in any state is revoked and/or suspended for any reason; (y) Provider's right to participate in Medicare is revoked or suspended, permanently or temporarily; or (z) in the opinion of CDPHP, Provider fails to render health services in conformance with the standards required by this Agreement, posing a threat of imminent harm to Members. In the event either party desires to so terminate this Agreement, the party serving the notice to terminate must provide written notice to the State of New York Department of Health.

D. Obligations Upon Termination. Termination of this Agreement shall not release either party from any obligation contained herein with respect to Members then receiving Covered Services from Provider. If CDPHP terminates this Agreement for reasons other than those set forth in Article VI.C above, CDPHP will permit Member to continue an ongoing course of treatment with Provider for a transitional period of ninety (90) days as determined from the date of notice to Member of Provider termination or if Member has entered the second trimester of pregnancy prior to the date of termination, for a transitional period that shall include the provision of post-partum care which is directly related to said delivery. Notwithstanding the provisions of this Article VI.D, payment of claims by CDPHP for health care services rendered during such transitional periods shall only be made to Provider if Provider agrees to: (i) continue to abide by the compensation terms as set forth in Article V herein; and (ii) continue to abide by all CDPHP rules, policies and procedures, including but not limited to; quality enhancement and utilization management processes and Member medical records accessibility as described in Articles III and V herein.

E. Member Notification. Upon termination of this Agreement, each party acknowledges the right of the other to inform Members of such termination.

ARTICLE VII - DISPUTE RESOLUTION

A. Pre-Arbitration. It is the intention of the parties to provide an informal pre-arbitration mechanism for the resolution of disputes. The CDPHP signatory to this Agreement, or the individual designated by such signatory to represent CDPHP in such matters, will meet with equivalent Provider officials, upon reasonable and appropriate notice under the circumstances served by either party and designated as a "pre-arbitration notice", in order to attempt to resolve any disputes which might otherwise result in arbitration. Such disputes shall be negotiated in good faith at times and places mutually acceptable to both parties.

B. Arbitration. Any dispute arising hereunder which has not been resolved pursuant to the above pre-arbitration mechanism shall be resolved pursuant to arbitration conducted in the County of Albany, State of New York, in accordance with the rules of the American Arbitration Association (hereinafter "AAA"), utilizing one (1) arbitrator (or three (3) arbitrators at the written election of the party commencing arbitration served with the notice commencing arbitration, or at the written election of the other party served within ten (10) days of receipt of a notice commencing arbitration, where the amount in dispute is One Hundred Thousand Dollars (\$100,000) or more) who shall be chosen from a list of arbitrators maintained by AAA and is(are) mutually acceptable to both parties. Arbitration shall commence within thirty (30) days of receipt of a notice commencing arbitration. Both parties will expedite the arbitration to the extent reasonably practicable, and will request a decision of the arbitrator(s) within sixty (60) days of filing of the original notice commencing arbitration. The decision of the arbitrator(s) shall be final and conclusive, and may be reduced to judgment, filed and enforced by either party, in a court of competent jurisdiction located in the State of New York, and either party may commence a proceeding under Article 75 of the *New York Civil Practice Law and Rules* with respect thereto.

C. Notice to Commissioner. The party commencing the arbitration shall provide the Commissioner of the New York State Department of Health (hereinafter, "Commissioner") with written notice of the issues to be determined in the arbitration. The prevailing party in the arbitration shall provide to the Commissioner a copy of any decision issued by the arbitrator with respect thereto. The Commissioner shall not be bound by any decision of the arbitrator.

ARTICLE VIII - MISCELLANEOUS

A. Marketing and Promotion. While this Agreement is in effect: (1) CDPHP shall include Provider's name, address and telephone number in their rosters of Participating Providers; (2) CDPHP may include the same information in other verbal and written communications distributed to or intended for Members or prospective Members, in order to assist them in obtaining access to health care services; and (3) Provider may state orally and in writing that it is a Participating Provider. This provision does not preclude CDPHP from utilizing limited provider networks that do not include Provider, or from publishing lists of such limited provider networks. CDPHP may publish comparative information pertaining to Provider and other CDPHP providers, including, without limitation, national quality standards, for the use of providers and Members. Neither Provider nor CDPHP shall use the other's logo for any purpose, or use the other's name for any other purpose without the specific written consent of the other party.

B. Insurance. Both parties agree to maintain appropriate insurance, including Workers' Compensation, public liability and professional liability insurance, at responsible levels of coverage. Provider and CDPHP shall have the right to inspect the other party's insurance policies or other evidence of coverage upon reasonable request. Provider and CDPHP shall provide prompt written notification to the other of any cancellations, reductions, suspensions or revocations of any such insurance.

C. Indemnification. Provider and CDPHP shall indemnify and hold harmless the other against any claim, suit or liability arising out of any act or failure to act on the part of the indemnifying party, or any of the indemnifying party's agents or employees, including, without limitation, reasonable attorneys' fees and litigation costs. Nothing contained in this Paragraph VIII.C shall diminish in any way the statutory or common law rights of a party to contribution or indemnification from another party. With respect to claims, suits or liabilities arising during the term of this Agreement, this Paragraph VIII.C shall survive termination of this Agreement.

D. Assignment. Neither party shall subcontract its duties hereunder, or assign this Agreement, without the prior written consent of the other. Notwithstanding, (1) CDPHP may assign its rights and responsibilities hereunder to any corporation that is a legal successor or subsidiary of CDPHP, providing the said successor or subsidiary fully assumes all of the provisions of this Agreement; and (2) CDPHP may assign this Agreement to an Affiliate by providing written notice served upon Provider.

E. Relationship of the Parties. The relationship between the parties to this Agreement is that of independent contractors. This Agreement shall not be construed to establish a relationship of partnership, joint venture, agency or employment between such parties. Neither party has the authority to enter into contracts or to assume any liabilities or

obligations for the other party, or to make any warranties or representations on behalf of the other party, except in accordance with the express terms of this Agreement, or as otherwise authorized in writing by the other party.

F. Entire Agreement. This Agreement, including all attachments and amendments hereto, constitutes the entire agreement between Provider and CDPHP and supersedes any and all other written and oral agreements between such parties with respect to the subject matter of this Agreement, and no representations, warranties or agreements, oral or otherwise, between such parties not embodied herein or attached hereto, shall be of any force or effect.

G. Amendments. Amendments to this Agreement shall be of no force or effect unless in writing and signed by the respective parties hereto. Notwithstanding the foregoing, CDPHP shall notify Provider in writing of any proposed amendment to Schedule C to add a new Affiliate. Such amendment shall become effective thirty (30) days after the date of delivery of written notice of the amendment, unless Provider provides written notice of termination of this Agreement within such thirty (30) day period. Notwithstanding the provisions of Article VI of this Agreement, termination in accordance with this Paragraph VIII.G shall become effective ninety (90) days after the date of receipt of the notice of termination. Any material amendments to this Agreement, including changes in risk-sharing, shall require the prior approval of and be submitted to the Commissioner at least thirty (30) days in advance of their anticipated execution, pursuant to Title 10 *New York Codes, Rules and Regulations* § 98-1.8(b).

H. Waiver. The waiver by either party of a breach or violation of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or violation by either party.

I. Severability. In the event any provision or portion of this Agreement is determined to be illegal or unenforceable, or declared to be null and void by a court of law or arbitration tribunal of competent jurisdiction, the remaining provisions or portions of this Agreement shall not be affected thereby, and each remaining provision and portion shall continue to be valid and effective, and enforceable to the fullest extent permitted by law.

J. Governing Law. This Agreement is entered into in the State of New York, and shall be governed, construed and interpreted in accordance with its laws, without giving effect to its conflicts of law provisions.

K. Provider-Member Communication. CDPHP allows open communication between Provider and Members regarding appropriate treatment alternatives, including discussion of medically necessary or appropriate care for Members, all without penalty. Provider agrees to communicate with Members who are patients or prospective patients of Provider regarding health care information, professional experience and treatment alternatives as they relate to Members' medical care.

L. Regulatory Compliance. To the extent required by applicable law, Provider shall undertake or continue existing programs of affirmative action to ensure that minorities and women are afforded equal employment opportunities without discrimination, and upon request, will provide to CDPHP information on the ethnic background, gender and federal occupational categories of Provider's employees performing this Agreement. Notwithstanding the terms of this Agreement, the parties agree to comply with the New York Managed Care Reform Act (Chapter 705 of the Laws of 1996), the Americans with Disabilities Act, the Presidential Health Care Consumers Bill of Rights and Responsibilities, and Executive Order 13201 regarding notification of employee rights concerning payment of union dues or fees, to the extent applicable to this Agreement and to the parties.

If applicable, Provider shall also: (1) comply with all United States Department of Labor regulations with respect to affirmative action in the employment of Disabled Veterans and Veterans of the Vietnam Era; (2) abide by all Department of Labor employment reporting requirements as they apply to the federal Affirmative Action program; and (3) notify CDPHP of any significant event pursuant to the requirements of Federal Employee Health Benefits Acquisition Regulation (FEHBAR) 1652.222-70. The Department of Labor regulations referred to in this Paragraph VIII.L are incorporated herein by reference and made part of this Agreement.

ARTICLE IX-NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and delivered either in person or by overnight courier service obtaining a signed receipt, or sent by certified or registered United States First Class mail, postage prepaid, return receipt requested, addressed to the other party as follows:

A. To Provider:
WARREN COUNTY HEALTH SERVICES
1340 State Route 9
Lake George, NY 12845

B. To CDPHP:
Cynthia C. Wicks
Vice President, Network & Contracting
Capital District Physicians' Health Plan, Inc.
500 Patroon Creek Boulevard
Albany, New York 12206-1057

C. To New York State Department of Health:
Office of Managed Care
Corning Tower
Empire State Plaza
Albany, New York 12237

Such notice will be deemed given upon receipt by the receiving party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, including Schedules A, B, Exhibit 1 to Schedule B, C, D, E and F, on the day and year set forth below, to be effective July 1, 2008.

AGREED:

WARREN COUNTY HEALTH SERVICES

**CAPITAL DISTRICT PHYSICIANS'
HEALTH PLAN, INC.:**

Signature

Signature

Print Name

Cynthia C. Wicks

Print Name

Title

Vice President, Network and Contracting

Title

Date

Date

Tax Identification Number

NPI Number

SCHEDULE A
to
CDPHP ANCILLARY PROVIDER AGREEMENT
by and between
CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.,
and
WARREN COUNTY HEALTH SERVICES

REIMBURSEMENT FOR COMMERCIAL PROGRAMS

CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC. and its Affiliates (collectively, "CDPHP") and WARREN COUNTY HEALTH SERVICES ("Provider") are entering into a certain CDPHP Ancillary Provider Agreement ("Agreement") effective July 1, 2008.

This Schedule A is appended to the Agreement setting forth agreed upon terms and specific Rates for certain Covered Services to be provided by Provider to Members enrolled in certain CDPHP commercial programs. CDPHP does not guarantee or assure any maximum or minimum inpatient or outpatient volume. The parties agree that Provider will provide the listed Covered Services in accordance with Article III of the Agreement, and CDPHP will compensate Provider in accordance with Article IV of the Agreement. Provider shall bill CDPHP for such services utilizing the corresponding and appropriate descriptive codes listed below.

A. CATEGORY AND RATES

HOME HEALTH CARE:

HMO

HCPCS Code	Health Service(s)*	Rates per visit** 07/01/08 – 06/30/09	Rates per visit** 07/01/09 – 06/30/10	Rates per visit** 07/01/10 - 06/30/11
S9123	Registered Nurse	\$130.00	\$135.00	\$140.00
S9122	Home Health Aide	\$50.00	\$52.00	\$54.00
S9131	Physical Therapist	\$101.00	\$105.00	\$110.00
S9129	Occupational Therapist	\$92.00	\$95.00	\$100.00
S9128	Speech Therapist	\$99.00	\$103.00	\$107.00
S9470	Nutritionist	\$85.00	\$88.00	\$92.00
S9127	Social Worker	\$104.00	\$108.00	\$112.00

* All home health care services that are Covered health services require prior authorization by CDPHPs' Medical Director.

** Rates above include all usual and necessary supplies, services, medications and equipment.

New CPT/HCPCS Codes: Codes may be revised in order to comply with national HIPAA transaction standards

This Schedule A constitutes the complete understanding of the parties as to the Rates of reimbursement for Covered Services for CDPHP commercial programs to be provided pursuant to the Agreement.

Any amendments to this Schedule A must be in writing and signed by both parties.

SCHEDULE B
to
CDPHP ANCILLARY PROVIDER AGREEMENT
by and between
CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.,
and
WARREN COUNTY HEALTH SERVICES

PROVISIONS APPLICABLE TO CDPHP MEDICARE ADVANTAGE MEMBERS

- I. **Medicare Advantage Members.** Provider agrees to provide or arrange to provide Covered Services to CDPHP's Medicare Advantage Members. (All references contained in the Agreement to Members of CDPHP shall include CDPHP's Medicare Advantage Members. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.) Provider agrees to comply with all CDPHP policies and procedures relating to CDPHP's Medicare Advantage programs, as well as all applicable Medicare laws, rules, regulations and instructions of the Centers for Medicare and Medicaid Services ("CMS"), in providing Covered Services to Members.
- II. **Compensation.** CDPHP will compensate Provider for Covered Services rendered to Medicare Advantage Members, and Provider agrees to accept as full compensation for such Covered Services, CDPHP's Medicare Advantage fee amount established by CDPHP from time to time, as provided for in Exhibit 1, attached hereto and made a part hereof. On an annual basis, CDPHP shall have the discretion to assess and adopt revisions to the Medicare Advantage fee amount, to become effective on April 1 of each year.
- III. **Access to Records and Facilities.**
- A. **Books and Records.** Provider agrees that the United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States or their designees may audit, evaluate and inspect any books, contracts, medical records, patient care documentation and other records of Provider and any related entity, permitted contractor, subcontractor or transferee that pertain to any aspect of services performed, reconciliation of benefit liabilities and determination of amounts payable hereunder or under the contract between CDPHP and CMS ("Medicare Contract") or as the Secretary of HHS may deem necessary to enforce the Medicare Contract.
- B. **Facilities/Other Information.** Provider agrees to make available for the purposes specified in 42 CFR § 422.504(d) its premises, physical facilities and equipment, and records relating to Medicare Advantage Members, and any additional relevant information that CMS may request.
- C. **Audit Period.** HHS', the Comptroller General's or their designees' right to inspect, evaluate and audit the facilities, records and information under this Section III extends through ten (10) years from the final date of the Medicare Contract period or completion of audit, whichever is later, unless:
1. CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies CDPHP or Provider (or CDPHP notifies Provider) at least thirty (30) days before the normal disposition date;
 2. There has been a termination, dispute, or allegation of fraud or similar fault by Provider, in which case the retention may be extended to six (6) years from the date of any resulting final resolution of the termination, dispute, or fraud or similar fault; or
 3. CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate and audit Provider at any time.

- IV. **Confidentiality and Accuracy of Member Records.** For any medical records or other health and enrollment information Provider maintains with respect to Medicare Advantage Members, Provider must do each and all of the following:
- A. Abide by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Provider must safeguard the privacy of any information that identifies a particular Member and have procedures that specify:
 - 1. For what purposes the information will be used by Provider; and
 - 2. To whom and for what purposes Provider will disclose the information.
 - B. Ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas.
 - C. Maintain the records and information in an accurate and timely manner.
 - D. Ensure timely access by Members to the records and information that pertain to them.
- V. **Reporting and Disclosure.** Provider agrees to comply with the reporting requirements set forth in 42 CFR § 422.516 and the requirements in 42 CFR § 422.310 for submitting encounter data (including medical records) to CMS. As a condition to receiving payment, Provider shall certify as to the accuracy, completeness and truthfulness of relevant data requested by CMS.
- VI. **Accountability.** Provider acknowledges and agrees that CDPHP has the right to oversee, and are accountable to CMS for, any functions or responsibilities described in this Agreement.
- VII. **Termination of Participation under Medicare Contract.** CDPHP shall have the right, at any time, and for any reason, to terminate Provider's participation under the Medicare Contract. Such termination will be effective upon sixty (60) days' written notice. Provider's participation under the Medicare Contract will terminate automatically upon (A) termination of the Agreement, (B) termination of the Medicare Contract, or (C) Provider's sanctioning under, or disqualification or exclusion from, the Medicare program.
- VIII. **Hold Harmless/Continuation of Care.** In no event, including, but not limited to, nonpayment by CDPHP, insolvency of CDPHP or breach of the Agreement, shall Provider bill, charge, collect a deposit or other sums from, seek compensation, remuneration or reimbursement from, or have any other recourse against CDPHP's Medicare Advantage Member, or a person or entity other than CDPHP acting on such person's behalf, for services provided pursuant to the Agreement. Notwithstanding the provisions of this section, Provider may collect fees from CDPHP's Medicare Advantage Members for uncovered services provided on a fee-for-service basis to such persons. In the event of insolvency or other cessation of operations on the part of CDPHP, Provider will continue to provide benefits to CDPHP's Medicare Advantage Members for the duration of their contracts with CDPHP for the period for which premiums have been paid, and to provide benefits to such Members who are confined to an inpatient facility on the date of such insolvency or cessation, until such time as such persons are medically and appropriately discharged. The provisions of this section shall survive any termination of the Agreement, regardless of the reason for termination, including insolvency of CDPHP, and shall be construed to be for the benefit of CDPHP's Medicare Advantage Members. The provisions of this section supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and CDPHP's Medicare Advantage Member, or person acting on his/her behalf, insofar as such contrary agreement relates to liability for payment for, or continuation of, covered services provided under the terms of this section. No change or modification shall be made in the provisions of this section related to insolvency protection or continuation of benefits provisions without giving prior written notice to the Secretary of HHS or his/her designee.

- IX. Delegation.** Provider agrees that to the extent CDPHP delegates to Provider or permits Provider to delegate or subcontract the performance of any obligation agreed to be performed by CDPHP or Provider hereunder to a related entity, contractor, subcontractor or other party, Provider and such other party, as a condition precedent to such delegation, subcontract or other arrangement shall comply with each and all of the following:
- A. Such delegation, subcontract or other arrangement must be in writing.
 - B. All services or other activities performed by Provider, a related entity, contractor, subcontractor or other party shall be consistent with and comply with CDPHP's obligations under the Medicare Contract.
 - C. The written arrangement must specify the delegated activities and reporting responsibilities.
 - D. The delegated activities and reporting requirements may be revoked and/or subject to other remedial action in instances where CMS or CDPHP determines that Provider or such parties have not performed satisfactorily.
 - E. The performance of Provider and such parties shall be monitored by CDPHP on an ongoing basis.
 - F. The written arrangement must specify that either:
 - 1. The credentials of medical professionals affiliated with the parties will be reviewed by CDPHP; or
 - 2. The credentialing process will be reviewed and approved by CDPHP and CDPHP shall audit the credentialing process on an ongoing basis.
 - G. All contracts or written arrangements must specify that the related entity, contractor or subcontractor must comply with all applicable Medicare laws, regulations and CMS instructions.
- X. Controlling Language.** In the event of any conflict between the terms and provisions of this Schedule B and those of the Agreement, the terms and provisions of this Schedule B shall control and supersede, and shall take priority over, those of the Agreement, but only to the extent of any such conflict.

EXHIBIT 1 TO SCHEDULE B
to
CDPHP ANCILLARY PROVIDER AGREEMENT
by and between
CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.,
and
WARREN COUNTY HEALTH SERVICES
CDPHP MEDICARE ADVANTAGE FEE SCHEDULE

This Exhibit 1 to Schedule B is appended to the Agreement setting forth agreed upon terms and specific Rates for certain Covered Services to be provided by Provider to Members enrolled in certain CDPHP Medicare Advantage programs. CDPHP does not guarantee or assure any maximum or minimum inpatient or outpatient volume. The parties agree that Provider will provide the listed Covered Services in accordance with Article III of the Agreement, and CDPHP will compensate Provider in accordance with Article IV of the Agreement. Provider shall bill CDPHP for such services utilizing the corresponding and appropriate descriptive codes listed below.

A. CATEGORY AND RATES

HOME HEALTH CARE:

HCPCS Code	Health Service(s)*	Rates*
S9123	Registered Nurse	Medicare Fee
S9122	Home Health Aide	Medicare Fee
S9131	Physical Therapist	Medicare Fee
S9129	Occupational Therapist	Medicare Fee
S9128	Speech Therapist	Medicare Fee
S9470	Nutritionist	Medicare Fee
S9127	Social Worker	Medicare Fee

All home health care and hospice services that are Covered health services require prior authorization by CDPHPs' Medical Director.

** Rates above include all usual and necessary supplies, services, medications and equipment.

New CPT/HCPCS Codes: Codes may be revised in order to comply with national HIPAA transaction standards

This Exhibit 1 to Schedule B constitutes the complete understanding of the parties as to the Rates of reimbursement for Covered Services for CDPHP Medicare Advantage programs to be provided pursuant to the Agreement.

Any amendments to this Exhibit 1 to Schedule B must be in writing and signed by both parties.

SCHEDULE C
to
CDPHP ANCILLARY PROVIDER AGREEMENT
by and between
CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.,
and
WARREN COUNTY HEALTH SERVICES

CDPHP AFFILIATES

[Reserved for future use]

SCHEDULE D

to

CDPHP ANCILLARY PROVIDER AGREEMENT

by and between

CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.,

and

WARREN COUNTY HEALTH SERVICES

NEW YORK STATE DEPARTMENT OF HEALTH STANDARD CLAUSES FOR MANAGED CARE
PROVIDER/IPA CONTRACTS

(Revised 1/1/07)

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter "the Agreement" or "this Agreement") the parties agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA, or between an IPA and an IPA, such clauses must be included in IPA contracts with providers, and providers must agree to such clauses.

A. DEFINITIONS FOR PURPOSES OF THIS APPENDIX

"Managed Care Organization" or "MCO" shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer, or which do provide or offer, a comprehensive health services plan.

"Independent Practice Association" or "IPA" shall mean an entity formed for the limited purpose of arranging by contract for the delivery or provision of health services by individuals, entities and facilities licensed or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment, by which arrangements such health care providers and suppliers will provide their services in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. "IPA" may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

"Provider" shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of health care services which are licensed and/or certified as required by applicable federal and state law.

B. GENERAL TERMS AND CONDITIONS

1. This Agreement is subject to the approval of the New York State Department of Health and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by the Department of Health, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403(6)(e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.

2. Any material amendment to this Agreement is subject to the prior approval of the Department of Health, and any such amendment shall be submitted for approval at least 30 days, or ninety (90) days if the amendment adds or materially changes a risk sharing arrangement that is subject to Department of Health review, in advance of anticipated execution. To the extent the MCO provides and arranges for the provision of comprehensive health care services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH or New York City, as may be required by the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH.

3. Assignment of an agreement between an MCO and (1) an IPA, (2) institutional network provider, or (3) medical group provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA and (1) an institutional provider or (2) medical group provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner of Health.

4. The provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, or DOH or SID guidelines or policies and (b) has provided to the provider at least thirty (30) days in advance of implementation, including but not limited to:

- quality improvement/management;
- utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical encounter data;
- member grievances; and
- provider credentialing.

5. The provider or, if the Agreement is between the MCO and an IPA, or between an IPA and an IPA, the IPA agrees, and shall require its providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.

6. If the provider is a primary care practitioner, the provider agrees to provide for twenty-four (24) hour coverage and back up coverage when the provider is unavailable. The provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.

7. The MCO or IPA which is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA's own acts or omissions, by indemnification or otherwise, to a provider.

8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the Laws of 1996) and Chapter 551 of the Laws of 2006, and all amendments thereto.

9. To the extent the MCO enrolls individuals covered by the Medical Assistance and/or Family Health Plus programs, this Agreement incorporates the pertinent MCO obligations under the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH as if set forth fully herein, including:

- a. The MCO will monitor the performance of the Provider or IPA under the Agreement, and will terminate the Agreement and/or impose other sanctions, if the Provider's or IPA's performance does not satisfy standards set forth in the Medicaid managed care and/or Family Health Plus contracts;
- b. The Provider or IPA agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH, and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA's performance; and
- c. The Provider or IPA agrees to be bound by the confidentiality requirements set forth in the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH.
- d. The MCO and the Provider or IPA agree that a woman's enrollment in the MCO's Medicaid managed care or Family Health Plus product is sufficient to provide services to her newborn, unless the newborn is excluded from enrollment in Medicaid managed care or the MCO does not offer a Medicaid managed care product in the mother's county of fiscal responsibility.

- e. The MCO shall not impose obligations and duties on the Provider or IPA that are inconsistent with the Medicaid managed care and/or Family Health Plus contracts, or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services.

10. The parties to this Agreement agree to comply with all applicable requirements of the Federal Americans with Disabilities Act.

11. The provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply with the HIV confidentiality requirements of Article 27-F of the Public Health Law.

C. PAYMENT; RISK ARRANGEMENTS

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA, insolvency of the MCO or IPA, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract or Family Health Plus contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health or the City of New York for Covered Services within the Medicaid Managed Care Benefit Package as set forth in the Agreement between the MCO and the New York State Department of Health. In the case of Family Health Plus, provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health for Covered Services within the Family Health Plus Benefit Package, as set forth in the Agreement between the MCO and the New York State Department of Health. This provision shall not prohibit the provider, unless the MCO is a managed long term care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to a covered person provided that provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the provider has not been given a list of services covered by the MCO, and/or provider is uncertain as to whether a service is covered, the provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason, and shall supersede any oral or written agreement now existing or hereafter entered into between provider and enrollee or person acting on his or her behalf.

2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the provider. However, with respect to enrollees eligible for medical assistance, or participating in Child Health Plus or Family Health Plus, the provider shall maintain and make available to the MCO records reflecting COB proceeds collected by the provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.

3. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR § 422.208, and 42 CFR § 422.210 into any contracts between the contracting entity (provider, IPA, hospital, etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.

D. RECORDS; ACCESS

1. Pursuant to appropriate consent/authorization by the enrollee, the provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO

(and IPA if applicable), for purposes including preauthorization, concurrent review, quality assurance, provider claims processing and payment. The provider will also make enrollee medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The provider shall provide copies of such records to DOH at no cost. The provider (or IPA if applicable) expressly acknowledges that he/she/it shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.

2. When such records pertain to Medicaid or Family Health Plus reimbursable services the provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.

3. The parties agree that medical records shall be retained for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after majority or six (6) years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.

4. The MCO and the provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the provider will obtain consent from enrollees at the time service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA or to third parties. If the Agreement is between an MCO and an IPA, or between an IPA and an IPA, the IPA agrees to require the providers with which it contracts to agree as provided above. If the Agreement is between an IPA and a provider, the provider agrees to obtain consent from the enrollee if the enrollee has not previously signed a consent for disclosure of medical records.

E. TERMINATION AND TRANSITION

1. Termination or non-renewal of an agreement between an MCO and an IPA, institutional network provider, or medical group provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA and an institutional provider or medical group provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination, by the MCO may be effected on less than 45 days notice provided the MCO demonstrates to DOH's satisfaction prior to termination that circumstances exist which threaten imminent harm to enrollees or which result in provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.

2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-renewal, and an opportunity for a review as required by state law. The MCO shall provide the health care professional 60 days notice of its decision to not renew this Agreement.

3. If this Agreement is between an MCO and an IPA, and the Agreement does not provide for automatic assignment of the IPA's provider contracts to the MCO upon termination of the MCO/IPA contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA's providers agree, that the IPA providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever first occurs. This provision shall survive termination of this Agreement regardless of the reason for the termination.

4. Continuation of Treatment. The provider agrees that in the event of MCO or IPA insolvency or termination of this contract for any reason, the provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the subscriber contract, Medicaid Managed Care contract, or

Family Health Plus contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. **For purposes of this clause, the term “provider” shall include the IPA and the IPA’s contracted providers if this Agreement is between the MCO and an IPA.** This provision shall survive termination of this Agreement.

5. Notwithstanding any other provision herein, to the extent that the provider is providing health care services to enrollees under the Medicaid Program and/or Family Health Plus, the MCO or IPA retains the option to immediately terminate the Agreement when the provider has been terminated or suspended from the Medicaid Program.

6. In the event of termination of this Agreement, the provider agrees, and, where applicable, the IPA agrees to require all participating providers of its network to assist in the orderly transfer of enrollees to another provider.

F. ARBITRATION

1. To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation, and copies of all decisions.

G. IPA-SPECIFIC PROVISIONS

1. Any reference to IPA quality assurance (QA) activities within this Agreement is limited to the IPA’s analysis of utilization patterns and quality of care on its own behalf and as a service to its contract providers.

SCHEDULE E
to
CDPHP ANCILLARY PROVIDER AGREEMENT
by and between
CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.
and
WARREN COUNTY HEALTH SERVICES

PARTICIPATION IN GOVERNMENT-SPONSORED PROGRAMS

CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC. ("CDPHP") and WARREN COUNTY HEALTH SERVICES ("Provider") are entering into a certain CDPHP Ancillary Provider Agreement ("Agreement") effective July 1, 2008.

This Schedule E is appended to the Agreement setting forth agreed upon terms and specific Rates for certain Covered Services to be provided by Provider to Members enrolled in CDPHP's Family Health Plus, Child Health Plus, and Medicaid Programs. All references contained in the Agreement to Members of CDPHP include Members enrolled in such programs. CDPHP will apply its payment policies and procedures for Covered Services as provided for in Article IV of the Agreement.

1. Child Health Plus Program.

Provider shall provide or arrange to provide to Members enrolled in CDPHP's Child Health Plus Program, Covered Services in compliance with the Agreement and this Schedule E, CDPHP's policies and procedures that apply to the Child Health Plus Program, and the provisions of the applicable agreement(s) between CDPHP and the New York State Department of Health, pursuant to which CDPHP has agreed to arrange for the provision of certain health care services to Members, including, but not limited to, the confidentiality provisions of such agreement(s). Nothing contained in the Agreement, including all attachments thereto, shall impair the rights of the State of New York with respect to the Child Health Plus Program. Either party may elect to terminate Provider's participation in CDPHP's Child Health Plus Program for cause by giving written notice to the other party at least ninety (90) days prior to the effective termination date. During any such ninety (90)-day period following service of such notice of termination, Provider shall continue to render Covered Services to Members in accordance with the Agreement.

2. Medicaid and Family Health Plus Programs.

Provider shall provide all Covered Services to Members enrolled in CDPHP's Medicaid and Family Health Plus Programs in accordance with the terms of the Agreement and this Schedule E. Provider understands that CDPHP's Medicaid and Family Health Plus Programs are governed by separate and distinct policies, rules, regulations and protocols which apply to the Medicaid and/or Family Health Plus Health Benefit Plans, and agrees to abide and cooperate fully with such policies, rules, regulations and protocols. CDPHP will provide written notice of any policy, rule, regulation or protocol change at least sixty (60) days prior to implementation of any such change. Either party may elect to terminate Provider's participation in CDPHP's Medicaid and/or Family Health Plus Programs for cause by giving written notice to the other party at least ninety (90) days prior to the effective termination date. During any such ninety (90)-day period following service of such notice of termination, Provider shall continue to render Covered Services to Members in accordance with the Agreement.

CDPHP does not guarantee or assure any maximum or minimum inpatient or outpatient volume. Therefore, it is understood that the parties have agreed to the following Rates:

A. CATEGORY AND RATES

HOME HEALTH CARE:

HCPCS Code	Health Service(s)*	Rates*
S9123	Registered Nurse	Medicaid Rates
S9122	Home Health Aide	Medicaid Rates
S9131	Physical Therapist	Medicaid Rates
S9129	Occupational Therapist	Medicaid Rates
S9128	Speech Therapist	Medicaid Rates
S9470	Nutritionist	Medicaid Rates
S9127	Social Worker	Medicaid Rates

* All home health care and hospice services that are Covered health services require prior authorization by CDPHPs' Medical Director.

** Rates above include all usual and necessary supplies, services, medications and equipment.

New CPT/HCPCS Codes: Codes may be revised in order to comply with national HIPAA transaction standards

5. Lobbying Activities.

a. In accordance with 31 U.S.C. § 1352 and 45 C.F.R. Part 93, Provider certifies that no Federal appropriated funds have been or will be paid to any person by or on behalf of Physician for the purpose of influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purposes of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit to CDPHP a Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

6. Miscellaneous.

a. This Schedule E shall be coterminous with the Agreement, unless earlier terminated in accordance with Paragraphs 1 and 2 hereof.

b. In the event of any conflict between the terms and provisions of this Schedule E and those of the Agreement, the terms and provisions of this Schedule E shall control and supersede, and shall take priority over, those of the Agreement, but only to the extent of any such conflict.

SCHEDULE F
to
CDPHP ANCILLARY PROVIDER AGREEMENT
by and between
CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.,
and
WARREN COUNTY HEALTH SERVICES
STATE LAW PROVIDER CONTRACT REQUIREMENTS

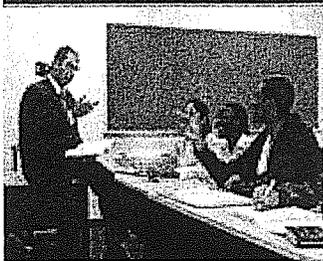
[Reserved for future use]

RESOLUTION REQUEST FORM NO. 19

Application for Approval to Enroll in Job-Related Courses by Employee

1. Employee's Name: Patricia Belden
2. Position: PHN 3. Department: PM
4. Course Title: please see attached
5. Institution or School: Albany School of Public Health
6. How Course Relates to Current Position: These are 18 credits toward a Masters degree in Public Health.
7. Starting Date: 1/08 8. Completion Date: ?
9. Cost: for books only
10. Employee's Signature: Patricia Belden Date: 6/18/08
11. Supervisor's Comments (Approval/Denial) _____
Supervisor's Signature: Shelli Jones Date: 6/23/08
12. Department Head's Comments (Approval/Denial) _____
Department Head's Signature: Patricia A. Date: 6/20/08
13. Committee's Recommendation: _____
Committee Chairman's Signature: _____ Date: _____
Signature: _____ Date: _____
Chairman of the Board of Supervisors

If approved by Committee, and resolution approving the course is adopted by the Board of Supervisors, candidate may enroll and be eligible for 50% reimbursement for costs as itemized in Item #9. Employee must complete the course with at least a "C", its equivalent, or better. Employee then submits a voucher with receipts verifying costs as listed and a copy of their final grade.



Certificate I

Public Health Fundamentals and Practice

Plan of Study

The program requires the completion of 18 graduate course credits. These courses include the Master of Public Health (MPH) core courses. All of the CPH-FP courses will be taken in class (SUNY-East Campus) and online through the SUNY Learning Network (SLN). Courses include:

- EPI 501 Principles and Methods of Epidemiology I (3 CR)
- EPI 503 Principles of Public Health (3 CR)
- STA 552 Principles of Statistical Inference I (3 CR)
- HPM 500 Health Care Organization, Delivery and Financing (3 CR)
- HPM 525 Social and Behavioral Aspects of Public Health (3 CR)
- EHT 590 Introduction to Environmental Health (3 CR)

To obtain the degree, each student must fulfill the following requirements:

- Maintain a cumulative grade point average of 3.0 or higher.
- File an application for Certificate completion within four years of admission.

Note: Students can take a maximum of two courses before applying and being accepted into the program. Course waivers can be obtained only through prior approval. Students who are enrolled in a degree program and would like to pursue the certificate degree can do so if they meet the above-mentioned requirements.

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This page last updated: 7/20/06

CERTIFICATE PROGRAMS

- HOME
- PH FUNDAMENTALS AND PRACTICE
- >> PLAN OF STUDY
- COURSES OFFERED
- ADMISSIONS
- TUITION & FEES
- CONTACT US
- PH SURVEILLANCE AND PREPAREDNESS
- PLAN OF STUDY
- COURSES OFFERED
- ADMISSIONS
- TUITION & FEES
- CONTACT US

ACADEMIC DEPARTMENTS

- BIOMEDICAL SCIENCES
- ENVIRONMENTAL HEALTH SCIENCES
- EPIDEMIOLOGY AND BIostatISTICS
- HEALTH POLICY, MGMT AND BEHAVIOR

INFORMATION FOR...

- PROSPECTIVE STUDENTS
- CURRENT STUDENTS

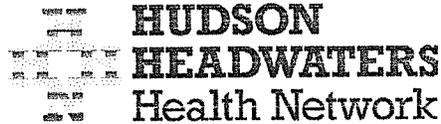
RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To enter in agreement with Hudson Headwaters Health Network to authorize receipt of \$3000.00 in funding in support of the Ryan White EI Services Program
- (c) Name of Contractor: Hudson Headwaters Health Network
- (d) Address of Contractor: One Broad Street Plaza, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: MaryAnne Brown, 761-0300 Ext 214
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 6/25/08
- (h) Termination Date of Contract: 12/31/08
- (i) Payment Provisions: i) lump sum amount Voucher submission and documentation as outlined in agreement
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: Health Education Exp. A4018.0040.410 Supplies, Rev. A4018.0040.1617



March 31, 2008

Patricia Auer, RN
Public Health Director
Warren County Health Services
Municipal Center
Lake George, New York 12845

Dear Patricia,

In behalf of Hudson Headwaters Health Network (HHHN), I would like to thank you for agreeing to conduct health education and outreach activities in Warren County in support of the HHHN Ryan White Early Intervention Services Program. This letter will serve as an agreement between you and the Network, pertaining to the role of your agency in this program.

It is our understanding that you will conduct health education and outreach activities in Warren County in an effort to engage and retain underserved individuals in appropriate care. HHHN requests that these outreach activities:

- Target the most isolated and hard-to-reach communities which you identify as at-risk for HIV in your region.
- Include creative concepts of health promotion and provide an informative approach to rural HIV/AIDS Care.

In consideration of the above activities, HHHN agrees to pay you a sum of \$3,000 for the planned outreach activities and request an invoice at your earliest convenience that includes appropriate documentation that approximates the planned use of the funds during the reporting period from June 25, 2008 – December 31, 2008. (i.e. hours of service, salary and fringe benefits, training materials, etc). At the conclusion of this activity, we will request a summary report that describes the outreach/health promotion activities conducted, number of individuals reached, findings, testing data and recommendations for meeting identified needs.

Please contact me should any questions come to mind. If the terms of this agreement are acceptable, please have the letter signed by the appropriate party in the space provided below and return a copy of this letter at your earliest convenience. I look forward to working with your health educator and other staff and am confident that your role will contribute a great deal and enhance our service to the region.

Regards,

Mary Anne Brown, RN, BSN, MA
Director
Ryan White Early Intervention Services Program
518-761-0300 Ext. 214

Municipal Center
Lake George, New York 12845

2008

Hudson Headwaters Health Network
Health Education & Outreach Initiative
BUDGET REPORT

Organization/Agency/Health Educator: _____

Health Education Leader: _____

Address: _____

City/Town, Zip: _____

Phone: _____

Expenses

Staff Time (hours and hourly rate)

Purchases (Educational curriculum and support materials)

Educational Program/Activities (classes, seminars)

Education and Support Materials

Mileage (travel destinations, total miles, ¢ per mile)

GRAND TOTAL

Report completed by: _____ Phone: _____

Please return to Mary Anne by 12/31/08.

A special thanks for your commitment to this prevention and outreach effort.

III. HIV/STD Testing Data

Please track monthly.
Data may be needed
with progress report
for grant application
usually due in
November.

Month	HIV	Chlamydia	Gonorrhea
January 08			
February 08			
March 08			
April 08			
May 08			
June 08			
July 08			
August 08			
September 08			
October 08			
November 08			
December 08			
Totals			

IV. Findings (gaps, acceptance, evaluation of interventions)

V. Recommendations for Future Prevention Efforts

Please return to Mary Anne by 12/31/08

A special thanks for your commitment to this prevention and outreach effort.

Hudson Headwaters Health Network
Health Education & Outreach Initiative
Activities Report

Organization/Agency/Health Educator: _____

Health Education Leader: _____

Address: _____

City/Town, Zip: _____

Phone: _____

I. Target Population Served (approximate numbers contacted)

(Check which ones)

- | | |
|--|---|
| <input type="checkbox"/> a. African American
<input type="checkbox"/> b. Hispanic/Latino
<input type="checkbox"/> c. Asian/Pacific Islander
<input type="checkbox"/> d. Native American/Indian Health
<input type="checkbox"/> e. Alaskan Native
<input type="checkbox"/> f. Substance abuse
<input type="checkbox"/> g. MSM
<input type="checkbox"/> h. Incarcerated | <input type="checkbox"/> i. Women
<input type="checkbox"/> j. Youth
<input type="checkbox"/> k. Children
<input type="checkbox"/> l. Migrant farmworkers
<input type="checkbox"/> m. Immigrants
<input type="checkbox"/> n. Homeless
<input type="checkbox"/> o.
Other _____ |
|--|---|

II. Outreach & Education Activities Conducted (Enter in Table Below)

Please track monthly. Data may be needed with progress report for grant application usually due in November.

Outreach Services	Number Served
Sessions or Encounters with Individuals or Health Care Professionals	
Individuals Reached as a Result of Outreach Sessions	
Health Care or other Professionals Reached as a Result of Outreach Sessions	

Hudson Headwaters Health Network
Health Education & Outreach Initiative
Planning Report

Organization/Agency/Health Educator: _____

Health Education Leader: _____

Address: _____

City/Town, Zip: _____

Phone: _____

I. Target Population (Check which ones)

- | | |
|---|---|
| <input type="checkbox"/> a. African American | <input type="checkbox"/> i. Women |
| <input type="checkbox"/> b. Hispanic/Latino | <input type="checkbox"/> j. Youth |
| <input type="checkbox"/> c. Asian/Pacific Islander | <input type="checkbox"/> k. Children |
| <input type="checkbox"/> d. Native American/Indian Health | <input type="checkbox"/> l. Migrant farmworkers |
| <input type="checkbox"/> e. Alaskan Native | <input type="checkbox"/> m. Immigrants |
| <input type="checkbox"/> f. Substance abuse | <input type="checkbox"/> n. Homeless |
| <input type="checkbox"/> g. MSM | <input type="checkbox"/> o. _____ |
| <input type="checkbox"/> h. Incarcerated | Other _____ |

II. Problem Statement

III. Background

IV. Proposed Outreach & Education Activities

V. Proposed Budget [Purchases, Staff time, materials/curriculum, mileage]

Please return to Mary Anne by 6/15/08. For an email copy, contact Mary Anne at 761-0300 Ext. 214.

A special thanks for your commitment to this prevention and outreach effort.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a Transfer of Patients Agreement for The Pines at Glens Falls (formerly Eden Park Glens Falls)
- (c) Name of Contractor: The Pines at Glens Falls Center for Nursing
- (d) Address of Contractor: Warren Street, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Jennifer Margolies, 516-705-4852
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 7/21/08
- (h) Termination Date of Contract: Per #16 on attached agreement
- (i) Payment Provisions:
 - i) lump sum amount No funds involved
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project
Number, and Title, and Amount: n/a

Auer, Pat

From: Margolies, Jennifer [jmargolies@nathealthcare.com]
Sent: Tuesday, May 20, 2008 12:18 PM
To: Auer, Pat
Subject: Transfer of Patient Agreement

Hello Patricia,

As per our conversation earlier, I've attached the transfer of patients agreement for The Pines at Glens Falls (formerly Eden Park in Glens Falls). Please insert your information, have the document signed and email it or fax it back to me at your earliest convenience. Thank you.

Best Regards,

Jennifer Margolies
National Health Care Associates
(ph) 516-705-4852
(f) 516-887-8559

5/20/2008

TRANSFER AGREEMENT

TRANSFER AGREEMENT effective May 1, 2008 by and between _____ Hospital, located in the city of _____, County of _____, State of New York, (hereinafter referred to as "Hospital") and The Pines at Glens Falls Center for Nursing and Rehabilitation, a skilled nursing facility, in Glens Falls, New York, (hereinafter referred to as "Facility").

WHEREAS, the parties wish to assure, within their capacities as health care providers, that patients receive health care at the level of care most suited to their needs, and wish to promote the optimum use of the acute care facilities of the Hospital and the post-care services of the Facility,

NOW, THEREFORE, Hospital and Facility, in consideration of the mutual promises and covenants contained herein, hereby agree (hereinafter, the "Agreement") as follows:

1. The governing bodies of Hospital and Facility have and retain exclusive control of the management, assets and affairs of their respective institutions. Neither Hospital nor Facility assumes in this Agreement any liability for any debts or other financial or legal obligations of the other contracting party.
2. With regard to cost for services rendered to a patient, this Agreement provides no basis for liability of the originating institution for the cost of services rendered in the receiving institution.
3. There will be a transfer of the patient or resident on a timely basis whenever deemed medically appropriate and mutually agreed upon by the physician responsible for the medical care in the originating institution and by the physician who will become responsible for the medical care in the receiving institution.
4. For each admission to or transfer or discharge from Hospital and Facility, the parties will assure that the personal, alternate or staff physician attending to the patient or resident requests or agrees to the admission, transfer or discharge, unless the patient or resident signs out or is signed out against medical advice, or unless and emergency or unusual admission, transfer, or discharge has been approved by appropriate institution authorities.
5. This Agreement will be interpreted consistent with the conditions of eligibility of residents and patients for admission, transfer, or discharge that are reflected in the policies of the parties and applicable laws and regulations.

6. The originating institution will promptly transfer such medical and other information as is relevant to the proper care of the patient or resident by the receiving institution, including medical, social, nursing, and other care plan information, and such additional information and documentation from the clinical record as is requested by the physician who will become responsible for the care in the receiving institution.
7. The method of physically transporting a patient or resident will be safe and medically approved by the responsible physician in the originating institution. Any issue concerning the cost of such transportation is outside of the scope of this Agreement.
8. Nothing contained herein will prevent or in any way prohibit the Hospital from discharging a transfer patient who has been admitted to the Hospital if the responsible Hospital physician considers it medically appropriate or if the transfer patient signs out or is signed out against medical advice by the person or agency legally authorized to act on such transfer patient's behalf.
9. The parties agree that they will not disclose protected health information of a patient of the Hospital or resident of the Facility except as permitted by this Agreement and consistent with the Standards for Privacy of Individually Identifiable Health Information set forth at 45.CFRPart150 and Part164, Subparts A and E.
10. There will be sharing of diagnostic and other services when the New York State Department of Health finds that such sharing is in the interest of efficiency, economy, and quality of care, and specifically mandates such sharing by the parties, or when such sharing is otherwise required by law.
11. The transfer of the personal effects of a patient or resident will be accomplished at the time of transfer of the patient or resident, or as soon thereafter as feasible. Responsibility for the personal effects will be with the originating institution until the patient or resident is accepted for admission by the receiving institution and the receiving institution obtains custody over such personal property and signs a receipt which will list each item of personal property being forwarded to the receiving institution. Such personal property will be stored safely in a place known and reasonably accessible to the patient or resident or a person or agency legally authorized to act on his or her behalf. Such information will be on file and readily available in the office of the institution's administrator, or other site acceptable to the New York State Department of Health.

12. State and federal laws prohibit discrimination based on race, creed, color, age, sex, sexual orientation, marital status, handicap, arrest, national origin, ancestry, place of birth, or source of payment, and each party to the Agreement agrees to fully comply with the terms of such laws.
13. Each party to this Agreement will perform duties hereunder consistent with the prevailing standard of patient care in the geographic area where the Agreement is performed, and will comply with all laws, rules and regulations of the Federal, State, and municipal authorities and all of the medical and ethical requirements imposed by licensure in the State of New York.
14. Neither party to the Agreement will use the name of the other party in any promotional or advertising material unless review and approval of the intended use is first obtained from the party whose name is to be use used.
15. Hospital and Facility will maintain, at their own expense, liability and professional malpractice insurance in commercially reasonable amounts, which comply with State requirements. If such insurance coverage is commercial insurance written on a claims basis, the insured party agrees to purchase and provide a reporting endorsement or "tail" coverage relating to such party's performance under this Agreement. Such insurance coverage may be in the form of self-insurance. Each party will have the right to inspect documents relating to such insurance coverage.
16. This Agreement will commence on May 1, 2008 and will continue for three (3) years, unless terminated sooner by either party providing to the other party ninety (90) days' written notice.
17. In the event that the operating certificate issued by the New York State Department of Health to a party, or any required accreditation, or its status as a Medicare provider, is suspended or revoked, this Agreement will automatically terminate. However, in such event, the duties assumed by such party pursuant to this Agreement, before such suspension or revocation, will remain a binding obligation upon such party until they are discharged by such party or otherwise. The party whose license has been the subject or such action will promptly notify the other party.
18. All notices requests, demands, and other communications required or permitted under the Agreement, unless otherwise stated herein, will be made in writing and deemed to have been given on the date when posted by certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Hospital: _____ Hospital

If to Facility: The Pines at Glens Falls
170 Warren Street
Glens Falls, New York 12801

19. Neither party will assign or transfer any duties or obligations of this Agreement without the prior written consent of the other party.

20. The Agreement contains the entire understanding to the parties with respect to the subject matter hereof and supersedes and any all other agreements and understandings whatsoever between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last below written.

The Pines at Glens Falls

_____ Hospital

By: _____

By: _____

Date: _____

Date: _____

RESOLUTION REQUEST FORM NO. 12

Request to Fill Vacant Position*

*(Please Note: A Resolution **IS NOT REQUIRED** for approval **IF** the vacant position is funded in the Warren County Salary Budget. However, the request must be approved by the Personnel Committee **BEFORE** the position is filled as well as the Finance Committee if new dollars are involved.

A Resolution **IS REQUIRED** if the vacant position is **NOT FUNDED** in the Warren County Salary Budget.)

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Title of Vacant Position to be Filled: Early Intervention Services Coordinator
- (b) Date position became will vacant: 8/15/08
- (c) Do You Anticipate Filling the Position In-House? No
If Yes, List Employee Number:
- (d) Annual Salary of Position (and Grade if Applicable):* \$38,133.00, Grade 18; prorated to 30 hours: \$30,128.00
*(This should be the Base Salary for the position if it is being filled by a **new** employee, or the salary, **including longevities**, for any **existing** employee who is filling the position.
- (e) Effective Date of Filling Position:* 8/18/08
*Please do not backdate unless the purpose is to correct an error.
- (f) Where are Funds in the Budget for this Position? (List budget code (with title), object code (with title), and amount): EI A4054.0060.130 Part Time Salary
- (g) Does the Vacant Position Show a Salary in the Budget? Yes
- (h) Will Lower Level Position be Vacated as a Result of Filling this Vacancy? No If yes, is there a Request to Fill that Position also?
- (i) If Yes, will it be Filled In-House? n/a
If Yes, List Current Title and Employee No.:
- (j) Salary of Lower Level Position:* n/a
*See notes under Item No. (c) concerning how the salary should be listed.
- (k) Effective Date of Filling Lower Level Position: n/a
- (l) Is this a mandated position? If so, please explain: EI Program is a mandated program. Service Coordination is a mandatory component and is a billable service. If not done, it will be contracted out and the monies paid to another agency.
- (m) Is there expected revenue from this position? If so, please explain: Yes, see above

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation or termination. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Health Services
Title of Position Early Intervention Service Coordinator - Grade 18
Base salary \$ 38,133 pro rated to \$30,128 30 hours
Budget code and title Early Intervention A-4054.0060.130 Part time salary
This position is vacate due to: Retirement Resignation Termination
Employee No. 9067

COMMISSIONER OF ADMINISTRATIVE & FISCAL SERVICES COMPLETES THIS SECTION

Name of Committee Health Services Date 6/27/08

- The Commissioner has no objection to the filling of the vacancy.
- The Commissioner objects to the filling of the vacancy.

Commissioner Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services Date 6/27/08

- The committee has no objection to the filling of the vacancy.
- The committee objects to the filling of the vacancy and will be sending a resolution to the full board to have the position removed from the budget.

Ranking Committee Member Signature _____

PERSONNEL COMMITTEE COMPLETES THIS SECTION

Date _____

- The Personnel Committee has no objection to the filling of the vacancy.
- The Personnel Committee objects to the filling of the vacancy and will be sending a resolution to the full board to have the position removed from the budget.

Ranking Committee Member Signature _____

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (needs Supervisory Committee authorization)
 Out-Of State (needs Board resolution)

The Health Services Committee ^(Supervisory Committee) hereby authorizes Sharon Schaldone
Tammie De Lorenzo (Employee Name)
to attend Home Care Association of New York
Senior and Financial Managers Retreat (Name of meeting or organization)

at Saratoga Springs, New York (Address)

on August 7-08 Mode of transportation to be used Health Services Fleet Vehicle
2008 (Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is **not** a county vehicle or mass transportation, please explain:

Proper documentation must be attached when submitting for approval.
(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ _____ GSA* Rate \$ _____ } Not applicable
 Meal costs - GSA*per diem rate \$ _____ }
*www.gsa.gov

Date: 6/30/08

Patricia A.
Department Head Signature

Date: _____

Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Commissioner of Administrative and Fiscal Services if credit card will be used.

SAVE THE DATE
SENIOR & FINANCIAL MANAGERS RETREAT
Thursday and Friday, August 7 - 8, 2008
Saratoga Springs, New York

After a nearly five-year hiatus, the popular Senior and Financial Managers Conference is returning this summer with a debut two-day retreat in the very popular setting of Saratoga Springs, New York.

At the 2008 Retreat we plan to spend day one dedicated to the issues and problems home care agencies face when dealing with Managed Care. Participants will hear about negotiating with managed care from industry leaders such as Jeff Gold, Vice President and Special Counsel at the Healthcare Association of New York State, as well as Bill Mooney, a pioneer in assisting providers with their various managed care issues. The first day will also include a panel session focusing on negotiating managed care contracts and a panel of stakeholders from the Insurance Department, DOH and the Health Plan Association who will discuss the responsibilities of Managed Care plans in delivering health care services.

The second day will focus on a variety of Medicare issues including **2008 Home Health PPS**. William Dombi, Vice President of Law, National Association of Home Care, will begin the day with an update on the latest Medicare news from Washington. Mr. Dombi will discuss the issues and problems associated with 2008 PPS as well update attendees on the numerous regulatory and legal issues impacting Medicare home health. Following Mr. Dombi will be nationally renowned speaker Dr. Robert Fazzi who will present on the "First Six Months of 2008 PPS: What do we know - What can we Learn." This session will help participants with latest PPS trends and how things have changed under the new PPS revisions.

The retreat will adjourn by 11:30 am on Friday leaving you plenty of time to enjoy beautiful Saratoga Springs - after all "It is the August place to be" - and post-rim at the historical race track in 1:00 pm.

.....

A Conference brochure will be mailed to the membership in the coming weeks; however since August is a sellout month for hotels in Saratoga, we encourage you to make your reservations early. The conference rate of \$369 is only available until July 1st and it is unlikely there will be extra rooms after that date. Please call 518-584-4000 to make your reservations today. Be sure to let them know you are with the Home Care Association of New York State.

For more information, please contact Lynda Schoonbeek, Director of Education, at 518-810-0656 or lschoonbeek@hcanys.org. Also, be sure to check our website weekly for additional programs we are planning for you!

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authoize a multiyear contract agreement with NYSDOH for the Immunization Action Plan for the period april 1, 2008 - March 31, 2013 and to authorize receipt of funding in the amount of \$33,111.00 for the initial contract year 4/1/08 - 3/31/09.
- (c) Name of Contractor: NYSDOH Immunization Program
- (d) Address of Contractor: Rm 649 Corning Tower ESP, Albany, NY 12237-4437
- (e) Contractor's Contact Person and Telephone Number: Jim Antoniak,472-4437 or email: jxa03@health.state.ny.us
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 4/1/08
- (h) Termination Date of Contract: 3/31/13
- (i) Payment Provisions:i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
Initial contract year - quarterly voucher submission with report of program activities and expenses
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: Disease Control Exp. A4018.0030, Rev. A4018.0030.3407



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Chief of Staff

May 20, 2008

Patricia Auer
Public Health Director
Warren County Health Services
1340 State Route 9
Lake George, New York 12845

Contract Number: C025029
Dollar Amount: \$33111.00

Dear Director Auer:

Enclosed are two copies of your 2008-2009 Immunization Action Plan (IAP) contract package with the New York State Department of Health Immunization Program. Please return both copies, signed and notarized, to this office no later than June 16, 2008. Both copies of the contract must be signed in ink (photocopies and signature stamps can not be accepted). In addition, please provide the following information on each copy of the contract: signatory's name and title typed or printed clearly; date of signature; and notary stamp with notary's original signature and all information completed.

Please return the entire package to:

NYS Department of Health
Immunization Program
Room 649, Corning Tower, ESP
Albany, NY 12237-0627
Attn: James Antoniak

If you have programmatic questions, please do not hesitate to call your Immunization Program Regional Representative. For assistance with fiscal questions, please contact me at (518) 473-4437 or by e-mail at (jxa03@health.state.ny.us). We look forward to working with you over the next year to achieve increased immunization rates among children and adults.

Sincerely,

James Antoniak
Health Program Administrator
Immunization Program

Enclosures

cc: IAP Coordinator
IAP Fiscal Contact
Immunization Regional Representative

GRANT CONTRACT

STATE AGENCY (Name and Address):
New York State Department of Health
Immunization Program, Room 649
Corning Tower, ESP, Albany, NY 12237-0627

.NYS COMPTROLLER'S NUMBER: C025029

CONTRACTOR (Name and Address):
Warren County Health Services
1340 State Route 9
Lake George, New York 12845
FEDERAL TAX IDENTIFICATION NUMBER:
520100000000

.ORIGINATING AGENCY CODE: 12000

.TYPE OF PROGRAM(S)
.Immunization Action Plan

MUNICIPALITY NO. (if applicable):
520100000000

.INITIAL CONTRACT PERIOD

.FROM: 4/1/2008
.TO: 3/31/2009

CHARITIES REGISTRATION NUMBER:
____ - ____ - ____ or (X) EXEMPT:
(If EXEMPT, indicate basis for exemption):
Local Government

.FUNDING AMOUNT FOR INITIAL PERIOD:
.\$33111.00

MULTI-YEAR TERM (if applicable):
.FROM: 4/1/2008
.TO: 3/31/2013

CONTRACTOR HAS() HAS NOT(X) TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT(X) A
SECTARIAN ENTITY
CONTRACTOR IS(X) IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<u>X</u>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<u>X</u>	APPENDIX A-1	Agency-Specific Clauses (Rev 1/08)
<u>X</u>	APPENDIX B	Budget
<u>X</u>	APPENDIX C	Payment and Reporting Schedule
<u>X</u>	APPENDIX D	Program Workplan
<u>X</u>	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines;

and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1
(REV 1/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
 - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

- i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
- ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated

funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-

grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice

to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD,

the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ① if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the end of the first monthly/quarterly period of this AGREEMENT; or
- ① if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the New York State Department of Health Immunization Program, Room 649, Corning Tower, ESP, Albany, New York 12237-0627. All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.
- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: Warren County Health Services

Report Type:

A. Narrative/Qualitative Report

Warren County Health Services will submit, on a quarterly basis, not later than 45 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the Warren County Health Services has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

Warren County Health Services will submit, on a quarterly basis, not later than 45 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

Warren County Health Services will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

Warren County Health Services will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

Warren County

2008-2009 IAP Local Health Unit Contract Work Plan

GOAL 1: Childhood Immunization

The New York State Immunization Program, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two-year-old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B (4:3:1:3:3).

The National Immunization Survey (2006) indicates that 85.3% of children in New York, excluding New York City, are age-appropriately immunized by the age of 24 months with 4 doses of DTP/DTaP, 3 polio, 1 measles-containing vaccine, 3 HIB, and 3 doses of hepatitis B vaccine (4:3:1:3:3).

Objective 1- A:

In coordination with Immunization Program regional office staff, conduct AFIX site visits to raise immunization coverage levels and improve standards of practice at the provider level. AFIX site visits must include, but are not limited to, the following:

1. Assessment of healthcare provider's immunization coverage levels and immunization practices.
2. Feedback of assessment results to the provider along with recommended strategies to improve coverage levels.
3. Incentives to recognize and reward improved performance.
4. eXchange of health care information and resources necessary to facilitate improvement.

Note: Refer to AFIX Guide (Attachment A) for policies and procedures on conducting AFIX site visits.

Activities:

- 1) Identify and target high-volume (≥ 50 two year old patients) and medium-volume (15-49 two year old patients) providers (public, private, VFC, non-VFC) with low immunization levels ($\leq 80\%$ of two year olds up to date for 4:3:1:3:3) to receive AFIX visits.
- 2) Any Federally Qualified Health Center, Community Health Centers, and Migrant Health Centers must receive an AFIX visit annually.

Note: Providers at or above 90% immunization coverage for their two year old patients, which have received at least two assessments, do not require additional AFIX site visits if it has been less than three years from the last visit.

1. 6 AFIX assessments will be completed during the contract period. The assessments include but are not limited to
Hudson Headwaters Health Network – Broad Street Glens Falls
Hudson Headwaters Health Network – Queensbury
Hudson Headwaters Health Network – Chestertown
Hudson Headwaters Health Network – North Creek
Hudson Headwaters Health Network – Warrensburg
Irongate Pediatrics

Objective 1-B:

In an effort to integrate AFIX with the New York State Immunization Information System (NYSIIS), where applicable, use NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit.

1. Where appropriate, AFIX assessments will be done using NYSIIS.

Objective 1-C:

In an effort to integrate AFIX with the Vaccines for Children Program, conduct vaccine education during each AFIX site visit (Attachment E).

1. Vaccine storage and handling education will be documented using Attachment E. The vaccine storage and handling education will also be noted on Attachment D.

Objective 1-D:

Assess county public clinic immunization rates annually and report results.

Required:

- During August or September 2008, conduct public clinic assessments to determine immunization levels among children 24-35 months of age, in accordance with NYSDOH sampling methodologies (**Attachment B**). Where applicable, registry data should be used to conduct these assessments.
- Report results of public clinic assessments by October 31, 2008. Results may be submitted separately or with the second quarter contract progress report.
- Implement and sustain a reminder/recall system for patients two years of age and younger that receive immunizations at the local health department.

Objective 1-E:

Prepare and submit the following AFIX site visit information to your NYSDOH Regional Representative for each contract quarter year.

Note: All counties must submit assessment data of AFIX activities via e-mail. (Refer to AFIX Guide for specific instructions.)

Required:

- Quarterly (July 31, October 31, January 31, and April 30), submit a Quarterly Activity Progress Report.
- Quarterly (July 31, October 31, January 31, and April 30), submit the AFIX Quarterly Report (**Attachment D**).
- Quarterly (July 31, October 31, January 31, and April 30), submit the assessment data collected in CoCASA for each provider that received an AFIX site visit in each quarter.

Note: Refer to **AFIX Guide (Attachment A)** for AFIX policies and procedures, VFC specific education questions and NYSIIS guidelines to conduct AFIX site visits.

GOAL 2: Adult Immunization

Increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease.

Using 2005 BRFSS data, 61% of surveyed New Yorkers, aged 65+ were immunized with pneumococcal vaccine, and 65% with influenza. Setting our 2010 target at 90%, New York will need to increase rates by 6% per year for pneumococcal vaccination coverage, and 5% per year for influenza vaccination coverage, in order to meet this goal.

Objective 2-A:

In coordination with various local coalitions, promote/conduct educational and outreach activities to inform health care providers and the public about the benefits of adult immunization.

Activities:

Coordinate adult coalition activities with regional Immunization Program representative. Target health care personnel for increased awareness of new ACIP recommendations for influenza, pertussis, varicella and MMR vaccination.

1. Attend coalition meetings , and advise regional Immunization Program representative. of local adult immunization activities.
2. Target Practitioner offices including adult specialty services (Internal Medicine , OB-GYN) to increase awareness of new vaccine guidelines and adult immunization Best Practices (improve assessment & recommendations for patient immunization). Family Practice Group and Hudson Headwaters to receive adult imm information and promote guidelines and practices .
3. Flu clinic and immunization services provided at Adirondack CC . Flu clinics conducted at workplaces , schools and for county staff. Adult immunization guidelines promoted and services available through Warren County PH on a continual basis . Collaborate with Colleges and large employers to promote Adult Immunization Guidelines
4. Participate in coalition spring (May '08) Regional Adult Immunization Conference.
5. Continue to work with Adult Imm Coalition to promote Health Care Worker Immunization Guidelines in health care facilities including nursing homes , adult residential facilities, the hospital, and community health care centers. Continue to promote improvement in the flu immunization levels in Health Care Personnel. Target health care workers for increased awareness of new ACIP recommendations for influenza, pertussis (Tdap), MMR, and varicella vaccination. Continue to work with Nursing Homes & Adult Homes, the hospital and providers to offer immunization, and develop strategies for vaccination of staff.
6. Support Regional Adult Immunization Coalition Website - \$ 50 annually.
7. Work with Adult Imm Coalition to promote Adult Immunization Guidelines and services in the community. PH Clinic sites available throughout county are advertised. Annual Flu Immunization sites are published in newspaper. Participate in AIM Coalition activities. Schools, employers, PH adult services, pharmacists, community partners, assisted living services, senior centers, meal sites and others target adult groups to improve awareness of immunization recommendations and services.
8. Partner with local media and other information channels and organizations in the community to promote Adult Immunization Guidelines.

Objective 2-B:

Increase awareness of the benefits of vaccination for adult migrant and seasonal farmworkers (MSFWs) through participation in the "MSFW Immunization Project", collaboration with migrant community partners, and/or participation in local migrant coalitions. County health departments are encouraged to provide publicly-funded Td, Tdap, hepatitis A, hepatitis B, Twinrix, MMR, varicella, influenza and pneumococcal vaccine to any adult MSFWs seeking any services through department sponsored clinics and service settings, including contracted services.

Suggested Activities:

- Conduct immunization clinics at migrant camps
 - Provide immunization education and technical assistance to other agencies serving migrants.
 - Participate in local migrant coalitions (e.g. attend meetings).
1. Provide immunization education and technical assistance to other agencies serving migrants.

Objective 2-C:

Provide, or facilitate the provision of, free hepatitis A and B vaccination services for high-risk adults in your community through participation in the "Adult Hepatitis Vaccination Program". County health departments are encouraged to provide free hepatitis A, hepatitis B and

Twinrix vaccines to all high-risk adults seeking all services through health department-sponsored clinics and service settings, including contracted services. These settings include, but are not limited to, the following examples: STD clinics, TB clinics, adult immunization clinics, HIV T&C sites, county jails, substance abuse service settings, special public health outreach settings such as homeless shelters, soup kitchens, etc.

Activities:

Provide free hepatitis A and B vaccine to high-risk adults* in county health department immunization clinics (* as defined by the program).

Facilitate enrollment of eligible clinic sites and support the proper enrollment procedures (application and site-specific VFC PIN number).

Collaborate with already established clinic sites to ensure full program participation.

Promote new CDC/ACIP Guidelines for Hepatitis: A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States

1. County will utilize NYSDOH Immunization Program Hepatitis Vaccine for adults at high risk. These persons will be identified through STD clinic or reporting, HIV screening or many other local public health programs and offered the immunization using the state vaccine.
2. County will provide educational information about the benefits of hepatitis vaccination to target groups, and in risk settings to key staff/individuals in public health clinics – STD, HIV, TB, Adult Immunizations, etc., and Community Health settings.
3. Assist with the development of hepatitis vaccine policies and protocols in high-risk settings. Will promote hepatitis immunization policy with Planned Parenthood. Clients may be referred to PH for vaccination.
4. County will maintain Hepatitis vaccine program at Warren County Jail.

GOAL 3: Immunization Information System

Increase the proportion of children less than six years of age with two or more shots in an immunization information system.

(Healthy People 2010, objective 14.26 target = 95%)

Objective 3-A:

Support the New York State Department of Health, Central and Regional Offices, in provider recruitment, planning and implementation of the New York State Immunization Information System (NYSIIS) to maximize utilization and reporting of immunizations given to persons.

Activities:

1. Attend training and actively report ALL immunizations administered to individuals as of January 1, 2008.
2. Respond to questions from provider community and other stakeholders. Triage questions to NYSIIS email account, appropriate regional office, or help desk.
3. Attend regional user group meetings.
4. Promote NYSIIS during AFIX or other meetings with providers utilizing NYSDOH brochures or other promotional/educational materials.
5. Attend and participate in periodic NYSIIS/LHD conference calls.
6. Actively encourage health care providers within the county to attend NYSIIS training, or use other training modalities.
7. Maintain at least two active user accounts for NYSIIS.
8. Actively seek consents for individuals 19 years of age and older, at any health services provided by the county, particularly while conducting flu clinics.

GOAL 4: Education, Information, Training, and Partnerships

Provide access to up to date education and training for local health department (LHD) Immunization Program staff members, health care providers and the general public.

Objective 4-A:

Promote immunizations and provide up-to-date, relevant education materials to patients, consumer groups, employee health services, long term care facilities, schools, colleges, and providers in your jurisdiction on an ongoing basis.

1. Present immunization information at natural childbirth classes (2 sessions/quarter). Evaluation completed at the conclusion of classes by program. A copy of the evaluation tool and a summary to be submitted quarterly.
2. Participate in immunization training for local WIC staff. (3rd quarter)
3. Immunization Information is presented and distributed at a school nurse breakfast. Evaluation completed at end of presentation. A copy of the evaluation tool and a summary will be submitted. (3rd quarter)
4. By request, Immunization informational inservices are given to providers. Evaluation will be collected by questionnaire. A copy of the evaluation tool and a summary are to be submitted quarterly.
5. Child Care Coordinating Council will be contacted to offer immunization training for child care providers. (4th quarter)
6. Maintain county health department website to include current immunization information and clinic information.
7. Immunization information is distributed at Health Fairs, when invited.
8. Immunization information is given to new mothers during home visits or by mail for those who did not want a home visit.
9. BlastFax important updates and information when needed.
10. Wellness Newsletter includes Immunization information.
11. Education and immunization record review will be conducted at selected group family daycares.

Activities:

Disseminate current CDC, NYSDOH educational materials.

Provide feedback to NYSDOH regional and central office staff regarding how state and federal materials are used, gaps in information, updates needed, etc.

Objective 4-B:

In collaboration with Immunization Program regional office staff, develop a County based education plan to train VFC and SCHIP providers that reside in your county on vaccine management by September 2008.

Activities:

1. Work with Regional Office staff to identify provider education requirements.
 - a. Develop a written work plan that addresses:
 - b. Education/curriculum to be provided.
 - c. The number of providers in the county who will receive the education (focus should include all health care practitioners providing publicly purchased vaccine)
 - d. The proposed method/venues for training (e.g. county based meetings, web training, etc.)
 - e. Resources required/needed and related cost data.

Objective 4-C:

By the end of the grant year, local health departments will identify gaps in education materials used with American Indians serviced by tribal clinics, Indian Health Service area offices and service units, and other entities that provide medical services to American Indians

Activities:

1. Work with regional office staff in identifying culturally relevant education needs, gaps and report to Central Office.
2. Work with Regional office to get appropriate education materials to the providers that service this population.

Objective 4-D:

During the grant year, plan activities within your jurisdiction to promote National Influenza Vaccination Week and at least one other immunization observance.

Activities:

1. Use designated times to promote National Influenza Vaccination Week and National Adult Immunization Awareness Week October 13-19, 2008.

Objective 4-E:

By April 30, 2009 LHD immunization staff will be provided access to immunization education and training.

Activities:

1. Ensure all LHD immunization program staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.
2. Ensure all LHD immunization program staff view CDC's annual *Adult Immunization Update* (live or taped).
3. Ensure all LHD immunization program staff view CDC's annual *Immunization Update* (live or taped).
4. Ensure LHD staff attend appropriate conferences and meetings such as the National Immunization Conference, annual NYSDOH Immunization meeting.

Objective 4-F:

Ensure providers abide by their responsibility under the National Childhood Vaccine Injury Act. (*By Federal law, all vaccine providers must give patients, or their parents or legal representatives, the appropriate Vaccine Information Statement (VIS) whenever a vaccination is given.*)

Activities:

1. At each provider site visit, highlight proper use of VIS and CDC's online instructions.
2. Post VICP (Vaccine Injury Compensation Program) web address and summary paragraph on your LHD's immunization program webpage if available (www.cdc.gov/nip/publications/VIS/vis-instructions.pdf).
3. Highlight VICP website in any Immunization Program newsletters, emails to providers you distribute.
4. Promote subscription to automatic electronic notification of updated and new VISs (www.cdc.gov/nip/publications/VIS/default.htm).

Goal 5: Perinatal Hepatitis B

Liason with local and regional perinatal hepatitis B program managers to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-e, subpart 69-3.

Objective 5-A:

Facilitate and assist in coordination of ongoing local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e. These activities emphasize the importance of working collaboratively to reduce/eliminate perinatal hepatitis B transmission from mother to newborn, by conducting joint hospital lot-quality assurance visits and strengthening partnerships among state, local and hospital health care professionals.

Activities:

- 1.** Liaison with county epidemiology and/or perinatal hepatitis B staff to coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. Ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
- 2.** Liaison with county epidemiology and/or perinatal hepatitis B staff to complete all perinatal hepatitis B reports, including DOH 389, perinatal hepatitis B confidential case report, household follow-up report and bi-weekly, monthly and quarterly reports (if applicable) and ensure submission to NYSDOH in a timely manner.
- 3.** Work with county perinatal hepatitis B to participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. NYS Immunization Program staff will schedule these site visits and invite county staff to participate.
- 4.** Liaison with county epidemiology and/or perinatal hepatitis B staff to provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose initiative to achieve universal birth dose coverage for all newborns.
- 5.** Strongly encourage documentation of the birth dose in the New York State Immunization Information System (NYSIIS).

FINAL 2/6/08

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize agreement with NYSDOH to allow receipt of reimbursement funding for costs associated with Rabies program for period January 1, 2008 through March 31, 2012
- (c) Name of Contractor: NYSDOH Bureau of Communicable Disease, Zoonoses Program
- (d) Address of Contractor: GNARESP Corning Tower Room 621, Albany, NY 12237
- (e) Contractor's Contact Person and Telephone Number: Renee Lund, 474-3186
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 1/1/08
- (h) Termination Date of Contract: 3/31/12
- (i) Payment Provisions: i) lump sum amount Quarterly voucher submission with expenditure details. Estimated funding for period is \$64,725.00 but rate based amount is determined by actual expenses submitted
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: Disease Control Exp. A4018.0030.427, Rev. A4018.0030.3407



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Chief of Staff

June 9, 2008

Patricia Auer
Warren County Health Department
Municipal Center
Lake George, NY 12845

Dear Ms. Auer:

The New York State Department of Health, Zoonoses Program and the Office of the State Comptroller (OSC) have determined that reimbursement to counties for rabies expenses will be accomplished through a formal contract retroactive to January 1, 2008. The contract structure/process which supports the provision of human rabies treatment, specimen collection, and pet vaccination clinics has been revised from contracts originally in place in the early 1990's. The following changes have been initiated to consolidate and streamline contract administration.

- A new grant contract (enclosed) covering the five-year period from January 1, 2008 to March 31, 2012 will be implemented, upon approval by the Office of State Comptroller.
- The new multi-year contract provides pre-set reimbursement rates for human rabies treatment, animal specimens prepared and shipped, and for pet vaccination clinics that are conducted. An annual contract amount based on estimated numbers for each category is included, but reimbursement will be based on actual expenditures rather than a fixed maximum contract amount structure. This approach will provide the necessary flexibility to ensure reimbursement in a timely manner.

Your estimated grant award for the first fifteen month budget cycle January 1, 2008 through March 31, 2009 will be \$17,865.00 and \$15,620.00 for each 12 month budget thereafter. As is the case each fiscal year, allocations are based on county population, number of animals testing positive for rabies, and past experience of funds allocated versus funds spent. As indicated above, reimbursement is dependent on the actual number of human rabies treatments, specimens collected, and pet vaccination clinics held, and may exceed the estimated allocation, providing funds are available. However, we ask that you be diligent in ensuring your county keep expenses within the estimated amount allocated. Supporting documentation submitted to the Zoonoses Program must accompany your request for reimbursement. Please use the attached Reporting Requirements and Instruction packet as guidance on how to properly report rabies expenses.

Enclosed for signature are two (2) original copies of the proposed Contract Agreement. Please follow the instructions below for both original copies of the enclosed Contract Agreement and return the completed documents as soon as possible.

Instructions for Completing Contract Agreement

1. On the Contractor Signature line of the agreement, place the original signature of an individual authorized by your organization to endorse legal contracts.
2. Enter the endorser's title and the date of signature on the lines indicated.
3. Complete the Notarization section on the bottom of each Contract Agreement signature page. This section must be completed by a notary public. **Please ensure the notary commission date on the notary stamp is current.**
4. Return both original completed agreements (express mail is suggested) to:

Renee Lund-Feisthamel
Zoonoses Program
New York State Department of Health
GNARESP – Corning Tower – Room 621
Albany, New York 12237

Services covered under this contract cannot be paid until the contract is approved by the New York State Office of State Comptroller. Once the contract is approved, an original signed copy will be forwarded to you. To expedite execution of your contract, please return all contract materials promptly.

If you have any questions, do not hesitate to contact me or Renee Lund at (518) 474-3186.

Sincerely,



Jodi Schoen
Health Program Administrator
Zoonoses Program
Bureau of Communicable Disease

Enclosures

cc: Tawn Discroll

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Pandemic Influenza Planning Committee. Committee is necessary as deliverable for Emergency Response Grant. Minutes of meeting are kept.

Date: 2008 - 2009

Location: Currently, Carl R's Restaurant is where quarterly meetings are held.

Purpose: Involve community agencies, businesses, and community stake holders for planning for Pandemic Influenza outbreak

Contact Person: (If other than Department Head) Barbara Orton, Emergency Response Coordinator
Phone No.: 761-6580

Number of People attending:

County Employees

State Employees

Volunteers

Others (specify) See attached list (not all attend meetings)

Cost to County (please include amounts):

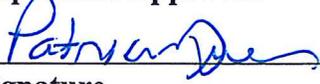
Room rental \$

Food/beverage \$ Breakfast offered, participants generally have only coffee/tea and bagels or a muffin

Supplies \$

Other (specify) \$ **Total Cost:** \$ Approximately 280.00
per year based on current trends. Amount is covered by Emergency Preparedness and Response Grant We are looking to decrease meetings to 2 per year.

Dept Head Approval:



Signature

6/27/08

Date:

Committee/Chairman Approval:



Signature

June 27, 2008

Date

WARREN COUNTY PANDEMIC INFLUENZA PLANNING COMMITTEE

(Updated 3/26/08)

Page 1

Name	Representing	Job Title	Area of Expertise	Phone	Mailing/Email Address
Patricia Auer	Warren Co.	Director of Health Services	Public Health	518-761-6580 cell: 321-1912 Satellite Phone: 254-381-6131	via: inter-office mail auerp@co.warren.ny.us Pager 748-0001
Patricia Belden	Warren Co.	PHN	Public Health	518-761-6580 cell: 321-0151	via: inter-office mail beldenp@co.warren.ny.us Pager 748-0001
Terry Blanchfield	BOCES	Asst. Supt.	Schools	746-3322 or 746-3320	1153 Burgoyne Avenue Fort Edward, NY 12828 tblanchfield@wswhebooces.org
Nancy Carney MD	HHHN			623-2844 Fax: 623-3416	3767 Main St., Wnsbg, NY 12885 ncarney@adelphia.net
Bob Condon	The Post-Star	City Editor	Media	792-3131 x3250 Fax: 761-1255	Lawrence & Cooper Sts., GF, NY 12801 condon@poststar.com
Joe Dufour	GF Hospital	Director of Occupational Health	Occupational Health	Beeper: 969-1392	PO Box 521, Lake George NY 12845 jdufour@nycap.rr.com
Joyce Flower	Irongate Family Practice	LPN		793-4409 cell: 232-3190	3 Irongate Center, GF, NY 12801 jflower53490@adelphia.net
Chris Freire	GF Hospital		Ethics Committee	926-3301	100 Park St., GF, NY 12801 cfreire@glensfalls Hosp.org
Ginelle Jones	Warren Co.	Asst. Dir. of Public Health	Public Health	518-761-6580 cell: 321-0150 Satellite Phone 254-204-2212	via: inter-office mail jonesg@co.warren.ny.us Pager 748-0001
Bill Keller	CR Bard, Inc.	Facilities Manager		793-2531 x2212 cell: 791-3962	289 Bay Rd., Qsby, NY 12804 bill.keller@crbard.com

WARREN COUNTY PANDEMIC INFLUENZA PLANNING COMMITTEE

(Updated 3/26/08)

Page 2

<i>Name</i>	<i>Representing</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone</i>	<i>Mailing/Email Address</i>
Marjorie Kelly	ACC	Director, Human Resources Dept.	Colleges	743-2252	640 Bay Rd., Qsby NY 12804 kellym@sunyacc.edu
Richard Leach MD	Warren Co.	Medical Director for Infectious Disease	Infectious Disease	793-6619	28 Sherman Ave., GF, NY 12801 leachpad@hhlhm.org
Amy Manney	Warren Co.	Deputy Director	WC Office of Emergency Services	793-3861 761-6490 cell: 232-4281	via: inter-office mail manneya@co.warren.ny.us
Angela Meade	Warren Co.	PH Liaison		761-6580	via: inter-office mail meadea@co.warren.ny.us
Karen Nichols	Community			793-3977	121 Sunnyside North, Qsby, NY 12804 nickypookaren2@hotmail.com
Facilitator: Barb Orton	Warren Co.	BT Coordinator	Bioterrorism	761-6580	via: inter-office mail ortonb@co.warren.ny.us
Anthony Palangi	ACC	Facilities Dir.	Colleges	743-2240	640 Bay Rd., Qsby NY 12804 palangia@sunyacc.edu
Toni Powers	Finch Pruyn		Business	793-2541 x 5389	One Glen St., GF, NY 12801 tpowers@finchpaper.com
Pastor Monty Robinson	Harrisena Community Church		Clergy Association	792-1902	1616 Ridge Road, Qsby, NY 12804 harrisena@albany.twebc.com
Jennifer Rowley MD	HHHN			926-1000 (GFH) pager 969-0339	70 Lyndon Road, Qsby NY 12804 (home) jenrowley@mac.com
Sharon Schaldone	Warren Co.	Asst. Dir. of Home Care	Home Care	761-6416 cell: 321-0152	via: inter-office mail schaldones@co.warren.ny.us
Luisa Sherman	LGRCC	Ex. Dir.	Business Sector	668-5755	2176 State Route 9/POB 272 Lake George NY 12845 director@lakegeorgechamber.com

WARREN COUNTY PANDEMIC INFLUENZA PLANNING COMMITTEE
(Updated 3/26/08)
 Page 3

<i>Name</i>	<i>Representing</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone</i>	<i>Mailing/Email Address</i>
Laura Stebbins RN MSN	GF Hospital	Director of Emergency Preparedness	Emergency Services	926-3122	100 Park St., GF, NY 12801 Istebbins@glensfallsosp.org pager: 969-0957 - cell: 791-8491
Jon Stephenson	Glens Falls National Bank	Bus. Continuity Plan Chairman	Banks	793-4121 x275	250 Glen St., GF NY 12801 jstephenson@arrowbank.com
Helen Stern PHN	Warren Co.	Immunization Coordinator	Public Health	761-6580	via: inter-office mail cmt37@adelphia.net
Mark Sullivan	BOCES	Safety Specialist	Schools	464-5115 cell: 788-0400 fax: 464-5110	BOCES, School Support Services Suite 102, 900 Watervliet-Shaker Road Albany NY 12205 msulliva@gw.neric.org
Alison Williams	Warren Co.	Upper Hudson Primary Care Consortium (UHPCC)	Safety Officer	761-0300 x 226	1 Broad Street Plaza, PO Box 3253 Glens Falls NY 12801 awilliams@hhbn.org
Tony Mowrey	Price Chopper	Store Manager		792-7456	677 Upper Glen St., GF NY 12801
Chris DelGiacco	Hannaford	Asst. Store Manager		798-8676	190 Quaker Rd., Qsby NY 12804
Al Aria	Walmart	Asst. Manager		793-0309	891 Route 9, Qsby NY 12804
Ron Thomas	K-Mart	Manager		743-0290	308 Dix Ave., Qsby NY 12804
Dave Storey	TV-8	Manager	Media - TV	798-8000	126 Glen St., GF NY 12801 dstorey@northnews8.com
John Brodt	Behan Communications		Media	792-3856	13 Locust St., GF NY 12801 john.brodt@behacom.com

WARREN COUNTY PANDEMIC INFLUENZA PLANNING COMMITTEE
 (Updated 3/26/08)
 Page 4

<i>Name</i>	<i>Representing</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone</i>	<i>Mailing/Email Address</i>
William Hunt	ADK Broadcasting	Gen. Manager	Media - Radio	793-7733	89 Everts Ave., Qsby NY 12804 whunt@adironackbroadcasting.com
Jim Scott	Entertronics Broadcasting		Media - Radio	761-9890	128 Glen St., GF NY 12804 news@radiowins.com
OTHERS WHO WISH TO ATTEND FROM ERP COMMITTEE					
Hal Payne or	Warren County	Commissioner of Administrative & Fiscal Services		761-6535	via: inter-office mail payneh@co.warren.ny.us
Fred Monroe		Chairman, Board of Supervisors			fmonroe@adkreviewboard.com
Mark DeSimone	Warren Co.	Mortician	Regan & Denny Funeral Service	792-1114	53 Quaker Road, Qsby NY 12804 medic9152003@yahoo.com

Note: Satellite Phones - Please do not utilize satellite phones to contact Public Health if landlines and pagers are working.

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Professional Advisory Committee

Date: 2008 - 2009

Location: Presently Carl R's Restaurant. Breakfast is offered as an incentive for members to attend.

Purpose: Committee is required by NYSDOH and must be comprised of members representing various agencies/individuals with specific expertise and function. Minutes are kept and must be made available to NYSDOH at surveys.

Contact Person: (If other than Department Head)

Phone No.: 761-6580

Number of People attending:

County Employees

State Employees

Volunteers

Others (specify) Members are appointed annually by resolution, see attached list.

Cost to County (please include amounts):

Room rental \$

Food/beverage \$400-\$450 per year for breakfast, depending on attendance, some eat and some just get coffee or tea.

Supplies \$

Other (specify) \$

Total Cost: \$ \$400-\$450

Dept Head Approval:



Signature

6/27/08

Date:

Committee Chairman Approval:



Signature

July 27, 2008

Date

PROFESSIONAL ADVISORY COMMITTEE MEMBERS

NAME	TITLE/ADDRESS
Patricia Auer	Director Public Health/Patient Services Warren County
Patricia Belden	Public Health Nurse Communicable Disease Program Warren County
Driscoll, Tawn	Financial Manager, Warren County Health Services
Durkee, Daniel	Health Educator Warren County
Joseph Dufour	FNP, Irongate Family Practice Three Irongate Center, Corner of Pine and Elm Streets Glens Falls, NY 12801
Gerhard Endal	Occupational Therapist PO Box 2615, Glens Falls, NY 12801
Joan Grishkot	Community Member 202 Ridge Street Glens Falls, NY 12801
Ginelle Jones	Assistant Director Public Health Warren County Health Services
Candace Kelly	Director Warren Hamilton Counties Office for the Aging 333 Glen Street, Glens Falls, NY 12801
Mary Lamkins	Supervising Nurse Long Term Home Health Care Program Warren County Health Services
Daniel Larson	MD, Public Health Medical Director Upper Hudson Primary Care Consortium PO Box 3253, Glens Falls, NY 12801
Richard Leach	MD, Tuberculosis and Infectious Disease Program Consultant One Irongate Center, Glens Falls, NY 12801

David Mousaw	MD, 20 Centennial Drive Queensbury, NY 12804
Regina Muscatello	Clinical Nurse Supervisor Westmount Health Facility Warren County
John Penzer	Executive Director Greater ADK Home Health Aides PO Box 678, Glens Falls, NY 12801
Robert Phelps	Commissioner, Department of Social Services Warren County
Sharon Schaldone	Assistant Director Patient Services Warren County Health Services
Sara Sellig	Speech Therapist 31 Overlook Drive, Queensbury, NY 12804
Carol Shippey	Vice President Patient Services and Chief Nursing Officer Glens Falls Hospital 100 Park Street, Glens Falls, NY 12801
Helen Stern	Public Health Nurse Immunization Program Coordinator Warren County
Marti Tucker	Physical Therapist 568 West Mountain Road, Queensbury, NY 12804

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Utilization Review Committees: Division of Home Care and Division of Public Health

Date: 2008 - 2009

Location: Currently at Carl R's Restaurant. Breakfast is offered as an incentive for attendance.

Purpose: Review of agency services provided for appropriateness and to determine if patient needs are being met and all needs accounted for. Both are mandated by NYSDOH as part of quality assurance for the agency. Minutes must be kept and are evaluated as part of survey process.

Contact Person: (If other than Department Head) Home Care: Sharon Schaldone, Asst. Director and Public Health: Ginelle Jones Asst. Director

Phone No.: 761-6580

Number of People attending:

County Employees

State Employees

Volunteers

Others (specify) See attached member list.

Cost to County (please include amounts):

Room rental \$

Food/beverage \$ 4 meetings/year for each department, breakfast offered

Supplies \$

Other (specify) \$
depending on attendance and who eats what.

Total Cost: \$ About \$1000/year

Dept Head Approval:

Signature

Date:

Committee Chairman Approval:

Signature

Date

Warren County Public Health
Utilization Review Committee
2008

Mary Anne Allen, PNP, Moreau Family Health
Pat Auer, RN, MA Director of Public Health, WCPH
Pat Belden, PHN, Warren County Public Health Communicable Disease
Janet Cicarelli, Social Worker/Case Manager, Glens Falls Hospital
Stacie Dimezza PT, Glens Falls Rehabilitation Center @ Glens Falls Hospital
Karen Doering, RN Lactation Consultant, GFH Snuggery
Pat Hunt, ADPH, Washington County Public Health Nursing Service
Joan Grishkot, RN, MS Past Director of Public Health Nurse, WCPH
Ginelle Jones, RN, MSN, FNP Supervising Public Health Nurse, WCPH
Dr. Dan Larson, Medical Director, WCPH-**Provides Oversight to QA/UR Program**
Patty Myhrberg, PHN, Warren County Public Health Child Find Program
Maureen Schmidt, CS, Supervisor Preventive Services, Warren County Department of
Social Services
Pat Tedesco, PHN, Warren County Public Health Clinic Nurse
Sandy Watson, Registered Dietician, Warren County WIC Program

MOMS Program Representative (Rotate)

March 12	Nancy Getz, RN, Parent Child Health
June 11	Judy Fortini, RN, Early Intervention Program
September 10	Nedra Frasier, RN, Parent Child Health
December 10	Robin Andre, PHN, Parent Child Health

UR Committee Members	Address	Tel Number
Julie Smith, RN	Greater Adirondack Home Health Aides	926-7070
	PO Box 678 (5 Warren St – do not use)	
	Glens Falls, NY 12801	
Anderson, Marietta, CSN	Warren County Health Services	761-6415
2 nurses for team		
Dufour, Cathy, PHN	Warren County Health Services	761-6415
Lamkins, Mary CSN LTC	Warren County Health Services	761-6415
2 nurses for team		
Morton, Joann, CSN	Warren County Health Services	761-6415
2 nurses for team		
Schaldone, Sharon, CSN	Warren County Health Services	761-6415
Whisenant, Valerie, CSN	Warren County Health Services	761-6415
2 nurses for team		
Racicot, Stella, RN	Warren County Health Services	761-6415
Godfrey, Mary Lee	Warren County Health Services	761-6415
PT	Rotating Basis	
ST	Rotating Basis	
OT	Rotating Basis	
MSW	Rotating Basis	
RD	Rotating Basis	

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Emergency Preparedness Committee Public Health. Committee is necessary as deliverable for Emergency Response Grant. Minutes of meeting are kept.

Date: 2008 - 2009

Location: Currently, Carl R's Restaurant.

Purpose: Review emergency response planning efforts by all agencies. Public Health reports on grant deliverables and NYSDOH "news-requests" networking opportunities.

Contact Person: (If other than Department Head) Barbara Orton, Emergency Response Coordinator
Phone No.: 761-6580

Number of People attending:

County Employees

State Employees

Volunteers

Others (specify) See attached list (not all attend meetings)

Cost to County (please include amounts):

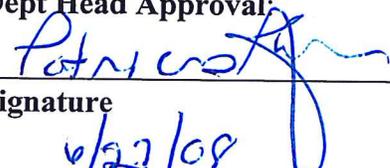
Room rental \$

Food/beverage \$ Breakfast is offered. Price depends on attendance and what members actually eat. We find it less expensive to allow members to order rather than pay per head when a number of attendees just order coffee or nothing at all.

Supplies \$

Other (specify) \$ **Total Cost:** \$ Approximately 450.00
per year. There are about 25 people attending per meeting. Cost covered by Emergency Response Planning Grant.

Dept Head Approval:

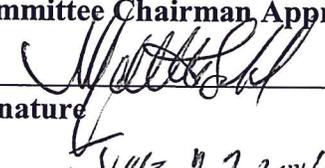


Signature

6/22/08

Date:

Committee Chairman Approval:



Signature

June 27, 2008

Date

**WARREN COUNTY PUBLIC HEALTH
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE (Updated 6/18/2008)**
Page 1

<i>Name</i>	<i>Jurisdiction Represented</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone (all 518 area code, unless noted)</i>	<i>Mailing/Email Address</i>
Patricia Auer	Warren Co.	Director of Health Services	Public Health	761-6580 cell: 321-1912 Satellite Phone: 254-381-6131	via: inter-office mail auerp@co.warren.ny.us Pager 748-0001
Patricia Belden	Warren Co.	PHN	Public Health	761-6580 cell: 321-0151	via: inter-office mail beldenp@co.warren.ny.us Pager 748-0001
Joseph W. Bethel (Kevin Conine)	City of GF	Chief of Police Captain	Law Enforcement	761-3840 (24 hour number) 761-3847 (office) Fax: 798-4345	42 Ridge St., Glens Falls NY 12801 jbethel@glensfallspsd.com
Terry Blanchfield	BOCES	Asst. Supt.	Schools	746-3322 or 746-3320	1153 Burgoyne Avenue Fort Edward, NY 12828 tblanchfield@wswhebooces.org
Bob Condon	The Post-Star	City Editor	Media	792-3131 x3250 Fax: 761-1255	Lawrence & Cooper Sts., GF, NY 12801 condon@poststar.com
Joanne Conley	Warren Co.	Asst. Tourism Coord.	Tourism	761-7653	via: inter-office mail conleyj@co.warren.ny.us
Arthur Coon	National Guard	Sergeant 1 st Class/Recruiter	National Guard	792-1229 cell: 542-4726	147 Warren St., Glens Falls NY 12801 arthur.coon1@us.army.mil
Mark DeSimone	Warren Co.	Mortician Regan & Denny Funeral Service	Mortician	792-1114	53 Quaker Road, Qsby, NY 12804 medic9152003@yahoo.com
Joyce Flower	Irongate Family Practice	LPN		793-4409 cell: 232-3190	3 Irongate Center, GF, NY 12801 jflower53490@adelphia.net

**WARREN COUNTY PUBLIC HEALTH
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE (Updated 6/18/2008)**

Page 2

<i>Name</i>	<i>Jurisdiction Represented</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone (all 518 area code, unless noted)</i>	<i>Mailing/Email Address</i>
Anita Gabalski	NYSDOH District Office	Director	Environmental Health/Public Water Supplies/Food Safety	793-3893 Fax: 793-0427	77 Mohican St., GF, NY 12801 amg02@health.state.ny.us cell: 796-7007
Bruce Hersey	Adirondack Emergency Community Chaplains (AECC)	Chaplain	Inter-Faith Community	792-5900 cell: 222-7889	24 South St., POB 3306, GF, NY 12801 opendoor-ny@verizon.net
Ginelle Jones	Warren Co.	Asst. Dir. of Public Health	Public Health	761-6580 cell: 321-0150 Satellite Phone 254-204-2212	via: inter-office mail jonesg@co.warren.ny.us Pager 748-0001
Margaret M Jones	Warren Co.	Upper Hudson Primary Care Consortium (UHPCC)	Safety Officer	761-0300 x 208	1 Broad Street Plaza, PO Box 3253 Glens Falls NY 12801 mjones@hhhn.org
Bill Keller	CR Bard, Inc.	Facilities Manager		793-2531 x2212 cell: 791-3962	289 Bay Rd., Qsby, NY 12804 bill.keller@cribard.com
Marjorie Kelly	ACC	Director, Human Resources Dept.	Colleges	743-2252	640 Bay Rd., Qsby NY 12804 kellym@sunyacc.edu
Geoffrey Kent	FBI	Special Agent, WMD Coordinator	US Dept. of Justice	431-4884	200 McCarty Ave., Albany NY 12209 geoffrey.kent@ic.fbi.gov
David Kolb	NYS Police	Sergeant	Law Enforcement	783-3211 cell: 470-2229	Troop G, 504 Loudon Road Loudonville NY 12211 dkolb@troopers.state.ny.us
Daniel Larson MD	Warren Co.	Medical Director	Family Practice	761-0300	UHPCC One Broad St., Plaza, GF, NY 12801 larsonda@uhpcc.medserv.net
Richard Leach MD	Warren Co.	Medical Director for Infectious Disease	Infectious Disease	793-6619	28 Sherman Ave., GF, NY 12801 leachpad@hhhn.org

**WARREN COUNTY PUBLIC HEALTH
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE (Updated 6/18/2008)**

Page 3

<i>Name</i>	<i>Jurisdiction Represented</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone (all 518 area code, unless noted)</i>	<i>Mailing/Email Address</i>
Marvin Lemery	Warren Co.	Director	WC Office of Emergency Services	761-6537	via: inter-office mail lemerym@co.warren.ny.us
Amy Manney	Warren Co.	Deputy Director	WC Office of Emergency Services	793-3861 761-6490 cell: 232-4281	via: inter-office mail manneya@co.warren.ny.us
Fred Monroe	Warren Co.	Chairman, Board of Supervisors	Municipal Govt.	761-6535	via: inter-office mail fmonroe@adkreviewboard.com
David Mousaw MD	Warren Co.	Medical Director for Pediatrics	Pediatrics	798-8942	20 Centennial Drive Queensbury NY 12804 dpmousaw@verizon.net
Cheryl Murphy	Red Cross	Emergency Services Coordinator	Disaster Response	792-6545 cell: 669-5261 Fax: 792-8586	74 Warren Street Glens Falls NY 12801 murphyc@usa.redcross.org
John O'Connor DVM	Warren Co.	Veterinarian GF Animal Hospital	Veterinary Medicine	792-6575	66 Glenwood Ave., GF, NY 12801 jocdvm@adelphia.net
Facilitator: Barb Orton	Warren Co.	BT Coordinator	Bioterrorism	761-6580	via: inter-office mail ortonb@co.warren.ny.us
Anthony Palangi	ACC	Facilities Dir.	Colleges	743-2240	640 Bay Rd., Qsby NY 12804 palangia@sunyacc.edu
Monty Robinson	Harrisena Community Church	Pastor	Clergy Association	792-1902	1616 Ridge Road, Qsby, NY 12804 harrisena@albany.twcbc.com
Shane Ross	Warren Co.	Chief Deputy Sheriff's Office	Law Enforcement	743-2500	via: inter-office mail shane.ross@sheriff.co.warren.ny.us
Sharon Schaldone	Warren Co.	Asst. Dir. of Home Care	Home Care	761-6415 cell: 321-0152	via: inter-office mail schaldones@co.warren.ny.us
Gary Scidmore PA-C	Warren Co.	EMS Coordinator	EMS Coordinator	494-7992	via: inter-office mail scids@hotmail.com

**WARREN COUNTY PUBLIC HEALTH
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE (Updated 6/18/2008)**
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<i>Name</i>	<i>Jurisdiction Represented</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone (all 518 area code, unless noted)</i>	<i>Mailing/Email Address</i>
Thomas Smith	GF Hospital	Pharmacist	Pharmacy	926-2508	100 Park St., GF, NY 12801 tsmith@glensfalls Hosp.org
Laura Stebbins RN MSN	GF Hospital	Director of Emergency Preparedness	Emergency Services	926-3122	100 Park St., GF, NY 12801 lstebbins@glensfalls Hosp.org pager: 969-0957 - cell: 791-8491
Helen Stern PHN	Warren Co.	Immunization Coordinator	Public Health	761-6580	via: inter-office mail cmt37@adelphia.net
Mark Sullivan	BOCES	Safety Specialist	Schools	464-5115 cell: 788-0400 fax: 464-5110	BOCES, School Support Services Suite 102, 900 Watervliet-Shaker Road Albany NY 12205 msulliva@gw.neric.org
Barbara Taggart	Warren Co.	Administrator Westmount Health Facility	Nursing Home	761-6540	via: inter-office mail taggartb@co.warren.ny.us
Sheila Weaver	Warren Co.	Commissioner	Social Services	761-6310	via: inter-office mail Sheila.Weaver@dfa.state.ny.us
Rob York	Warren Co.	Director Office of Community Services	Mental Health	792-7143 cell: 796-4976	230 Maple St., Suite 1, GF, NY 12801 yorkr@co.warren.ny.us
Note: Satellite Phones - Please do not utilize satellite phones to contact Public Health if landlines and pagers are working.					
Robin Andre***	Warren Co.	RN	Public Health	761-6580	via: inter-office mail andrer@co.warren.ny.us
Amy Bartlett***	Warren Co.	Attorney	Law	761-6463	via: inter-office mail bartletta@co.warren.ny.us
Marie Capezzuti***	Wash. Co.	PH- BT Coordinator	Municipal Govt.	746-2400	415 Lower Main St., HF, NY 12839 mcapezzuti@co.washington.ny.us

**WARREN COUNTY PUBLIC HEALTH
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE (Updated 6/18/2008)**
Page 5

<i>Name</i>	<i>Jurisdiction Represented</i>	<i>Job Title</i>	<i>Area of Expertise</i>	<i>Phone (all 518 area code, unless noted)</i>	<i>Mailing/Email Address</i>
Tawn Driscoll***	Warren Co.	Fiscal Manager Health Services	Municipal Govt.	761-6730	via: inter-office mail driscollt@co.warren.ny.us
Judy Fortini***	Warren Co.	RN	Public Health	761-6580	via: inter-office mail fortinij@co.warren.ny.us
Nedra Frasier***	Warren Co.	RN	Public Health	761-6580	via: inter-office mail frasiern@co.warren.ny.us
Nancy Getz***	Warren Co.	RN	Public Health	761-6580	via: inter-office mail getzn@co.warren.ny.us
Patty Hunt ***	Wash. Co.	Public Health	Municipal Govt.	746-2400 x2493	415 Lower Main St., HF, NY 12839 phunt@co.washington.ny.us
Patty Myhrberg***	Warren Co.	RN	Public Health	761-6580	via: inter-office mail myhrbergp@co.warren.ny.us
Chris Norton***	Warren Co.	EMS Coordinator	EMS	824-3691	41 Country Club Rd., Qsby, NY 12804 cnorton@queensburyschool.org
Hal Payne***	Warren Co.	Commissioner of Administrative & Fiscal Services	Municipal Govt.	761-6539	via: inter-office mail payneh@co.warren.ny.us

***Send Notice of Meetings Only - Not Members of Emergency Response and Preparedness Committee

Other Contact:

Paul Wilson	NYS SEMO	Regional Director	Emergency Preparedness	793-6646 Fax: 793-6647	Region III, 5 Fox Farm Road Queensbury NY 12801-1107 paul.wilson@semo.state.ny.us
Bruce Jordan		Region Coordinator		292-2432	bruce.jordan@semo.state.ny.us

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Emergency Preparedness Committee for Home Care, Hospitals, Assisted Living, Long Term Skilled Nursing Facilities, medical equipment vendors. Committee is mandated by NYSDOH. Minutes of meeting are kept.

Date: 2008 - 2009

Location: Currently, Carl R's Restaurant.

Purpose: Emergency response planning for patients/individuals in above contingents.

Contact Person: (If other than Department Head) Barbara Orton, Emergency Response Coordinator
Phone No.: 761-6580

Number of People attending:

About 8 County Employees - includes Westmount, Countryside, and Health Services

State Employees

Volunteers

Others (specify) See attached list (not all attend meetings)

Cost to County (please include amounts):

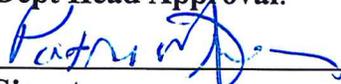
Room rental \$

Food/beverage \$ Approximately 125 per meeting

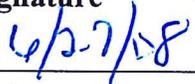
Supplies \$

Other (specify) \$ **Total Cost:** \$ Approximately 500.00
per year depending on attendance. Cost covered by Emergency Preparedness Grant.

Dept Head Approval:

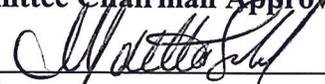


Signature

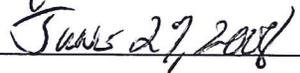


Date:

Committee Chairman Approval:



Signature



Date

**WARREN COUNTY HEALTH SERVICES
DIVISION OF HOME CARE AND LONG-TERM CARE
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE - April 17, 2008**

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<i>Contact Name</i>	<i>Agency</i>	<i>Job Title/Position</i>	<i>Area of Expertise</i>	<i>Phone/Fax</i>	<i>Mailing Address Email</i>
Heather Mercure	Adirondack Manor	Administrator	Adult Home	761-0176 Fax: 761-0338	653 Bay Road, Glens Falls NY 12801 yhqueensbury@adirondackmanor.com
David Lovelace	Adirondack Tri-County	Administrator	Nursing Home	251-2447 x12 Fax: 251-4207	PO Box 500, North Creek NY 12853 david.lovelace@frontiernet.net
Lori Fitzgerald	Albany VNA	Supervisor	Visiting Nurses	371-0890 x119 Fax: 373-1934	634 Plank Road, Clifton Park NY 12065 laftiz827@aol.com
Barbara Lyons	Anthem Health Services, Inc.	Vice President	DME Vendor	743-0900 862-1247 x 222 Fax: 862-0100	57 Karner Road, Albany NY 12205 barbara@anthemhs.com
Brenda Hayes	Countryside Adult Home	Director	LTC Facility	623-3451 Fax: 623-5990	353 Schroon River Road Warrensburg NY 12885 brownhayesb@co.warren.ny.us
Lloyd Cote	Eden Park	Administrator	Nursing Home	793-5163 Fax: 793-5165	170 Warren St., Glens Falls NY 12801 lcote@glensfalls.ephealthcare.com
John Boyce	Fort Hudson Nursing Home	Director of Plant Operations	Maintenance etc.	747-2811x260 Fax: 747-2740	319 Broadway, Ft. Edward, NY 12828 jboyce@forthudson.com
Chris Freire	GFH	Case Manager	Discharge Planning	926-3301 Fax: 926-3320	100 Park St., Glens Falls NY 12801 cfreire@glensfallshosp.org
Laura Stebbins	GFH	Director of Emergency Preparedness & Patient Safety	Emergency Response & Preparedness	926-3122 Fax: 926-5525	100 Park St., Glens Falls NY 12801 lstebbins@glensfallshosp.org

**WARREN COUNTY HEALTH SERVICES
DIVISION OF HOME CARE AND LONG-TERM CARE
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE - April 17, 2008
Page 2**

<i>Contact Name</i>	<i>Agency</i>	<i>Job Title/Position</i>	<i>Area of Expertise</i>	<i>Phone/Fax</i>	<i>Mailing Address Email</i>
John Penzer Lori Warner	Greater Adirondack Home Aides (GAHA)	Director	Home Health Aides	927-7070 Fax: 926-7074 x 208	5 Warren St., PO Box 678 Glens Falls NY 12801 ipenzer@glensfallshosp.org lwarner@glensfallshosp.org
Jan Barcus	High Peaks Hospice		Hospice Care	743-1672 Fax: 743-0544	286 Glen Street, Glens Falls NY 12801 janetbarcus@highpeakshospice.com
Kathy Wyka Joe Flacke	Home Therapy Group		DME Vendor	664-6654 365-0419 Fax: 664-1904	4 Enterprise Avenue Clifton Park NY 12065 kwyka@hometherapy.net josephflacke@hometherapy.net
Donna Gorton	Hudson Headwaters	Director of Nursing Services	Home Care ERP	585-6708 x207 Fax: 585-3260	Ticonderoga Health Center PO Box 29, Ticonderoga NY 12883 dgorton@hhhn.org
Diane Krans	Inter Lake Health Moses Ludington	Administrator	Nursing Home Heritage Commons	585-3800 Fax: 585-3866	1019 Wicker Street Ticonderoga NY 12883 dkrans@mlh.aanet.org
Michelle Benedict	Inter-Lake Health Moses Ludington	Administrator	Adult Home	585-3849 Fax: 585-3828	1019 Wicker Street Ticonderoga NY 12883 mbenedict@mlh.aanet.org
Maureen Burger or Cynthia Mitchell	Interim Health Care	Director	Home Services	798-6811 Fax: 798-6879	357 Bay Rd., Queensbury NY 12804 mburger@interimhealthcr.com
Paula DeLong	Inter-Lakes Medical Supply	Director	DME Vendor	793-2370 Fax: 585-2334	1019 Wicker St. Ticonderoga NY 12883 pdelong@mlh.aanet.org

**WARREN COUNTY HEALTH SERVICES
DIVISION OF HOME CARE AND LONG-TERM CARE
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE - April 17, 2008
Page 3**

<i>Contact Name</i>	<i>Agency</i>	<i>Job Title/Position</i>	<i>Area of Expertise</i>	<i>Phone/Fax</i>	<i>Mailing Address Email</i>
Peggy Sefcik	Lincare	Sales Rep	DME Vendor	812-0200 Fax: 812-0700	295 Dix Ave., Queensbury NY 12804 p_sefcik@hotmail.com
Kathy Liddell	North Country Home Services	Office Manager	Licensed Home Care Agency - Home Health Aides	585-9820 Fax: 585-9846	18 Montcalm St. Ticonderoga NY 12883 kliddell@nchs.net
Candy Kelly	Office for the Aging (OFA)	Director	Resources for Elderly	761-6347 Fax: 745-7643	333 Glen Street, 3 rd Floor, Suite 306 Glens Falls NY 12801 kellyc@co.warren.ny.us
Dottie Storey	PA Medical	Office Manager	DME Vendor	745-0995 Fax: 745-0996	81 Warren St. Glens Falls NY 12801 pamedical@verizon.net
Janet Glenn	Saratoga County	ADPS	Certified Home Care	584-7460 Fax: 583-2498	31 Woodlawn Avenue Saratoga Springs NY 12866 janet@govt.co.saratoga.ny.us
Lori Stiles		Long Term Care Coordinator			lorigovt.co.saratoga.ny.us
Brooke Daley	The Stanton Nursing & Rehab Center	Administrator	Nursing Home	793-2575 Fax: 793-0563	152 Sherman Ave. Glens Falls NY 12801 bdaley@clrchealth.com
Tammy Heckenberg	The Glen @ Hilland Meadows	Administrator	Adult Home	832-7865 Fax: 832-7891	39 Longview Drive Queensbury NY 12804 heckenberg@nehealth.com
Bonnie Thomas	The Landing	Administrator	Adult Home	793-5556 Fax: 793-9863	27 Woodvale Road Queensbury NY 12804 landing@queensbury2@emeritus.com

**WARREN COUNTY HEALTH SERVICES
DIVISION OF HOME CARE AND LONG-TERM CARE
EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE - April 17, 2008**

Page 4

<i>Contact Name</i>	<i>Agency</i>	<i>Job Title/Position</i>	<i>Area of Expertise</i>	<i>Phone/Fax</i>	<i>Mailing Address Email</i>
Alison Williams	Upper Hudson Primary Care Consortium	Safety Officer		761-0300 x 226	1 Broad Street Plaza, PO Box 3253 Glens Falls NY 12801 awilliams@hhhn.org
Marybeth Farmer	Upstate Home Respiratory Equipment	Secretary	DME Vendor	654-2485 Fax: 654-7555	106 Maple Street Corinth NY 12822 uhre@adelphia.net
Wendy Golden	Visiting Nurses Home Care	Coordinator	Licensed Agency Visiting Nurses & Home Health Aid Services	798-1450 Fax: 798-7233	71 Glenwood Avenue Queensbury NY 12804 wgolden@vnhc.com
Barbara Taggart	Westmount Health Facility	Administrator	Nursing Home	761-6540 Fax: 761-6590	via: inter-office mail taggartb@co.warren.ny.us
Rob York	Warren Co.	Director Office of Community Services	Mental Health	792-7143 Fax: 792-7166	230 Maple St., Suite 1 Glens Falls NY 12801 yorkr@co.warren.ny.us
Ann Reynolds	Washington County	ADPS	Certified Home Care	746-2400 Fax: 746-2410	415 Lower Main St. Hudson Falls NY 12839 areynolds@co.washington.ny.us
Angela Meade	WCHS	PH Liaison	Emergency Response & Preparedness	761-6580 x705 Fax: 761-6422	via: inter-office mail meadea@co.warren.ny.us
Barb Orton	WCHS	BT Coordinator	Emergency Response & Preparedness	761-6580 Fax: 761-6422	via: inter-office mail ortonb@co.warren.ny.us
Pat Belden	WCHS	PHN	Public Health	761-6580 Fax: 761-6422	via: inter-office mail beldenp@co.warren.ny.us
Cathy Dufour	WCHS	PHN	Quality Assurance	761-6415 Fax: 761-6562	via: inter-office mail dufourc@co.warren.ny.us
Cheryl Belcher	WCHS QSBY Team	RN	Certified Home Care	761-6415 Fax: 761-6562	via: inter-office mail

WARREN COUNTY HEALTH SERVICES
 DIVISION OF HOME CARE AND LONG-TERM CARE
 EMERGENCY RESPONSE AND PREPAREDNESS COMMITTEE - April 17, 2008
 Page 5

<i>Contact Name</i>	<i>Agency</i>	<i>Job Title/Position</i>	<i>Area of Expertise</i>	<i>Phone/Fax</i>	<i>Mailing Address Email</i>
Jo-Ann Morton	WCHS	Supervisor	Certified Home Care	761-6415 Fax: 761-6562	via: inter-office mail mortonj@co.warren.ny.us
John Schroeter	WC CASA	Coordinator	Home Medicaid Health Programs	761-6322 Fax: 761-6353	via: inter-office mail schroeterj@co.warren.ny.us
Karen Fidd	WCHS GF Team	RN	Certified Home Care	761-6415 Fax: 761-6562	via: inter-office mail
Linda Slattery	WCHS Long-Term	RN	Long-term Care	761-6415 Fax: 761-6562	via: inter-office mail
Mary Lamkins	WCHS	Long-term Care Coordinator	Long-term Care	761-6580 Fax: 761-6562	via: inter-office mail lamkinsm@co.warren.ny.us
Mary Lee Godfrey	WCHS	Therapy Supervisor	Therapies	761-6580 Fax: 761-6562	via: inter-office mail godfreyml@co.warren.ny.us
Nancy Gasper	WCHS Upcounty Team	RN	Certified Home Care	761-6415 Fax: 761-6562	via: inter-office mail
Sharon Schaldone, Facilitator	WCHS	ADPS	Certified Home Care	761-6415 Fax: 761-6562	via: inter-office mail schaldones@co.warren.ny.us
Stella Racicot	WCHS	RN	Long-term Care	761-6415 932-1379 Fax: 761-6562	via: inter-office mail racicofs@co.warren.ny.us
Tawn Driscoll	WCHS	Fiscal Manager	Finances	761-6730 Fax: 761-6562	via: inter-office mail driscollt@co.warren.ny.us

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Annual School Nurse/Public Health Clinic Nurse Meeting

Date: August 2008

Location: Queensbury Hotel

Purpose: Immunization Updates, Infectious Disease Reporting Requirements, Emergency Response Activities/Planning. We have hosted this meeting since 1988 and it is always very well received.

Contact Person: (If other than Department Head)

Phone No.: 761-6580

Number of People attending:

10 County Employees

2 State Employees

Volunteers

30 Others (specify) Nurses from all schools in Warren County and nurses from medical practices that serve children are invited.

Cost to County (please include amounts):

Room rental \$9.95 per person for breakfast

Food/beverage \$

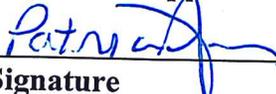
Supplies \$

Other (specify) \$

many actually attend and will be paid for by Emergency Response Preparedness Grant

Total Cost: \$ Will depend on how many actually attend and will be paid for by Emergency Response Preparedness Grant

Dept Head Approval:


Signature

6/27/08
Date:

Committee Chairman Approval:


Signature

June 27, 2008
Date

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Purpose of Contract Change: To authorize receipt of COLA (Cost of Living Adjustment) funds for the Rabies Program in the amount of \$722.00
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: C-023221
- (c) Name of Contractor: NYSOH Bureau of Communicable Disease Control, Zoonoses Program
- (d) Address of Contractor: ESP Corning Tower, Albany, NY 12237
- (e) Contractor's Contact Person and Telephone Number: Jodi Schoen, 474-3186
- (f) Commencement Date of Amendment: 4/1/07
- (g) Termination Date of Extension: 3/31/08
- (h) Payment Provisions:
 - i) lump sum amount Voucher submission, back-up information to show details of what funds used for in accordance with agreement
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: Disease Control Exp. A4018.0030.427, Rev. A4018.0030.3407



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Chief of Staff

May 7, 2008

Contractor Name: Warren County Department of Health
Contract Number: C-023221
COLA Amount: \$722.00
Contract Initiative: Rabies Reimbursement

Dear Contractor:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. This COLA is based on a Congressional Budget Office calculation for state fiscal year 2007-2008, and has been established at 5.16%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2007 and March 31, 2008.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under your agreement.

Please sign the following certification, complete the enclosed standard voucher and return **both** to the payment office designated in your contract in order for payment of the COLA amount be processed for your organization.

Sincerely,

Jodi Schoen
Health Program Administrator
Bureau of Communicable Disease Control
Zoonoses Program

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2007-2008 State Fiscal year.

Signed: _____

Title: _____

Date: _____

REPORTING REQUIREMENTS AND INSTRUCTIONS

- A) The local health department will submit, on a quarterly basis, not later than 30 days from the end date for which reimbursement is being claimed, a standard voucher for reimbursement of rabies expenses accompanied by a detailed expenditure report as outlined in the attached instructions. Vouchers should contain the name and phone number of a person to contact if there are issues or questions with items included for reimbursement. The county should file for reimbursement quarterly.
- B) A master patient list must accompany each voucher that includes human treatment expenses. The list should include patient identification number, patient name, and date of exposure for each patient whom reimbursement is claimed during the budget period. The patient list must be on a separate page from the human treatment expenses. This page listing the patient names, etc. will be kept confidential by the Zoonoses Program.
- C) Each case of human treatment for exposure to rabies (regardless of how treatment was funded) must be entered onto the HIN within 30 days of the date that human treatment is complete.

REPORTING OF RABIES EXPENSES

REIMBURSEMENT ELIGIBILITY/SCHEDULE

All human treatments and specimen shipments must be authorized by the local health department to be eligible for reimbursement.

All human postexposure treatments and specimen preparation and shipments authorized by the local health department and carried out according to the county's protocol must not result in an out-of-pocket expense for the individual(s) exposed.

Vouchers must be submitted on a quarterly basis.

HUMAN POSTEXPOSURE TREATMENT

- 1) Using the format included in this document, actual disbursements per individual who received rabies postexposure treatment are to be included. All columns in each format page must be completed. Costs of rabies treatment must be segregated from other hospital/clinic expenses to reflect only actual rabies treatment costs and any rabies treatment third-party reimbursements. (Please note, per Title IV of the Public Health Law, Subsection 2145, paragraph 5, "Health care and insurance providers shall comply with any requests by the county health authority for information regarding human postexposure treatment rendered to an enrollee whose treatment was authorized by the county health authority.")
- 2) Reimbursable expenses include the cost of rabies immune globulin, five doses of vaccine, and the cost to administer this treatment as charged by non-county health care providers such as private physician offices, hospital emergency rooms, ambulatory care clinics, or home visit nurses. County staff time cannot be included in calculating these reimbursable amounts. A medical evaluation and/or wound care are not reimbursable costs.
- 3) Individuals are to be assigned a unique patient ID number to ensure confidentiality, with the master patient list to be maintained at the county using State confidentiality guidelines for communicable diseases. A copy of the master patient list is to be submitted with each voucher,

on a separate page. The list should include a patient identification number (assigned by the county), the patient's name, and the date of exposure for each patient for whom reimbursement is being claimed during the quarter. The patient identification number should be unique to that patient and should not be used again for any other patient. (In cases where the same person is exposed more than once [i.e., a new exposure], a new patient identification number should be used for that person).

- 4) Treatment must be considered closed out and all expenses for a given patient must be incurred by the county prior to submitting a voucher to the Zoonoses Program for reimbursement. (This includes all hospital, clinic or physician expenses for the total series administered to the patient and any third party insurance received). For this category of expense, because all costs must be considered closed out before submitting for reimbursement, there will be times when some cases may not be closed out within the quarter and/or fiscal year in which the initial exposure took place and costs incurred. Once all payment options are exhausted, the county should then submit for reimbursement to the Zoonoses Program in the quarter that the case is considered closed out. Because of this stipulation, this is the only category that allows cases from prior fiscal years to be submitted for reimbursement. However, every effort must be made to close out cases as soon as possible within the quarter and/or fiscal year in which the treatment occurred. The county is only eligible for reimbursement if the treatment has been entered on the HIN listing the treatment as having been authorized. .
- 5) Third-party reimbursement is to be utilized including private insurance, Medicaid and Medicare, as appropriate. All third-party claims are to be resolved prior to the submission of claims for payment. Medicaid and Medicare can be accessed by hospitals, physicians and counties who provide treatment through clinics that are licensed as Article 28 facilities with an all inclusive clinic rate.
- 6) Counties should not accept insurance provider denials without following up to obtain explanations for denials, and to offer additional information and/or appeal the denial. Every attempt should be made to obtain third-party benefits. If after all attempts are exhausted, and no third-party reimbursement is available, the following codes should be used to indicate the reason:
 - U** -- Uninsured
 - MC** -- Medicare
 - MD** -- Medicaid
 - D** -- Denied by Insurance Provider after several attempts by county to obtain reimbursement
 - O** -- Other, please explain any other reason not included above
- 7) Insurance deductibles or third-party co-payments may be included for payment under this mechanism.
- 8) The maximum level of reimbursement for each human postexposure treatment is \$1,000 under this allocation. Additional reimbursement may be pursued through the county's Municipal Public Health Services Plan if the plan includes an approved rabies component.

SPECIMEN PREPARATION AND SHIPMENT

- 1) All specimen shipments must be authorized by the local health department.
- 2) Expenses must be incurred by the county prior to submission of claims. Even if the county uses a private contractor, veterinary service, etc. to prepare and ship the specimen, costs must reflect those expenses from the current quarter for which the voucher is being submitted. For this category, the Zoonoses Program cannot reimburse for costs incurred in prior fiscal years.

- 3) Reimbursable expenses include euthanasia (if necessary and owner cannot pay), decapitation and specimen preparation charges, as well as shipping costs. With bat specimens, usually only the cost of shipping will be reimbursed. (There should be no costs for head removal because the entire bat is submitted and, in many instances, there will be no veterinary euthanasia costs because the bat is already dead when submitted to the local health department). County staff time cannot be included in calculating these reimbursable amounts.
- 4) The maximum level of reimbursement is \$25 per bat specimen, \$75 per large animal specimen (requiring removal of CNS samples), and \$60 per specimen for all other animals. Additional reimbursement may be pursued through the county's Municipal Public Health Services Plan if the plan includes an approved rabies component.
- 5) Expenses must be detailed using the format included in this document. All columns in the format must be completed. The Laboratory ID Number is the number assigned by the New York State Wadsworth Center Rabies Laboratory. The Actual Cost column should indicate what the county paid per specimen for euthanasia, decapitation, preparation and shipping charges, not an average cost per specimen. The New York State Reimbursement Requested column should indicate the cost only up to the maximum levels for that particular specimen.

PET VACCINATION CLINICS

- 1) Expenses related to dog, cat and domesticated ferret vaccination clinics are reimbursable. County staff normal work hours cannot be included in calculating these reimbursable amounts, however, staff overtime necessary to conduct the clinic(s) is a reimbursable expense.
- 2) The county must hold a clinic every 4 months for county residents. The maximum level of reimbursement for pet vaccination clinics will be \$5,000 per year. For this category, the Zoonoses Program cannot reimburse for costs from prior fiscal years, therefore all costs should be from the current quarter for which the voucher is being submitted.
- 3) Expenses must be detailed using the format included in this document. All sites where clinics are held must be listed as well as the date of each clinic. The number of animals vaccinated should be listed by species (dog, cat, domesticated ferret). Public Health Law requires vaccination of dogs, cats and domesticated ferrets only. Therefore, counties should provide vaccination to these domesticated pets. Costs must be broken down by category of expense. Examples of reimbursable expenses include: Cost of vaccine, advertising, medical staff, medical supplies, clerical staff, clerical supplies, certificates and tags. Any other expense(s) should be explained using the "other" line.
- 4) Clinics are to be provided to the county's residents at no charge. Donations must not be required of pet owners. Any advertising must specify that the clinic is free to the public; however, if donations are received; the amount of the donations must be deducted from the total expenses being claimed. Copies of clinic advertisements should be submitted with the voucher for reimbursement.

FORMS

REQUEST FOR RABIES REIMBURSEMENT

COUNTY: _____

QUARTER: _____

PET VACCINATION CLINICS

Actual Cost Breakdown by Category of Expense for this Quarter:

Vaccine	_____
Advertising/Printing	_____
Medical Staff	_____
Clerical Staff	_____
Medical Supplies	_____
Clerical Supplies	_____
Certificates	_____
Tags	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Sub total	_____
Less Voluntary Donations	_____
Total New York State Reimbursement Requested:	_____

PET VACCINATION CLINICS (MAXIMUM \$5000 PER YEAR)
COPIES OF CLINIC ADVERTISEMENTS ATTACHED

GRANT CONTRACT

STATE AGENCY (Name and Address):

CONTRACTOR (Name and Address):

Warren County Health Services
Municipal Center
Lake George, NY 12845

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

520100000000

STATUS:

CONTRACTOR IS IS NOT A
SECTARIAN ENTITY

CONTRACTOR IS IS NOT A
NOT-FOR-PROFIT ORGANIZATION

NYS COMPTROLLER'S NUMBER:

C-023221

ORIGINATING AGENCY CODE:

TYPE OF PROGRAM(S):

State Operations and Aid to Localities
Rabies Reimbursement

INITIAL CONTRACT PERIOD

FROM: January 1, 2008

TO: March 31, 2012

ESTIMATED FUNDING AMOUNT FOR
INITIAL PERIOD:

\$64,725.00 (TOTAL FOR FIVE YEARS)
(Rate-Based Amount determined by actual expenses)

MULTI-YEAR TERM (if applicable):

FROM:

TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- APPENDIX A Standard clauses as required by the Attorney General for all State contracts.
- APPENDIX A-1 Agency-Specific Clauses (Rev 9/07)
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedule
- APPENDIX D Program Workplan
- APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

- APPENDIX A-2 Program-Specific Clauses
- APPENDIX E-1 Proof of Workers' Compensation Coverage
- APPENDIX E-2 Proof of Disability Insurance Coverage
- APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- APPENDIX
- APPENDIX

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR:

Warren County Health Services
Municipal Center
Lake George, NY 12845

By: _____
(Print Name)

Title: _____

Date: _____

Contract Number:

C-023221

STATE AGENCY:

New York State Department of Health
Zoonoses Program
ESP – Corning Tower – Room 621
Albany, New York 12237

By: _____
(Print Name)

Title: _____

Date: _____

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)
) SS:
County of Warren)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX B

APPENDIX B

BUDGET

County of Warren

Contract Number: C-023221

Budget Period: January 1, 2008 to March 31, 2012

Reimbursement for human rabies postexposure treatment, specimen preparation and shipment, and pet vaccination clinics that are carried out according to the rabies protocol referenced in Appendix D will be reimbursed as follows:

Actual expenses, not to exceed the following maximum levels, will be reimbursed.

Human Treatment	\$1,000/individual treated
Specimen Preparation and Shipment	\$ 25/bat specimen \$ 60/small animal specimen \$ 75/large animal specimen
Pet Vaccination Clinics (every 4 months)	\$5,000/year

Budget Amount January 1, 2008 – March 31, 2009 \$17,865.00

APPENDIX C

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Communicable Disease Control/Zoonoses Program, ESP – Corning Tower, Room 621, Albany, New York, 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: Warren County Health Services

Budget Period: 1/1/08 – 3/31/12

Report Type:

- A. Warren County Health Services will submit on a quarterly basis, along with the vouchers not later than 30 days from the end of each quarter supporting documentation. Such documentation includes a Master Patient List, Human Treatment Expense Sheet, Specimen Preparation, Treatment Cost Sheet, and Vaccination Clinic Cost Breakdown by category.

APPENDIX D

APPENDIX D
RABIES WORKPLAN

County of Warren
Contract Number: C-023221

A. Purpose of Agreement

The primary purpose of this AGREEMENT is to implement a rabies plan that will protect the residents of the county from contracting rabies. The county has developed a comprehensive rabies protocol based on guidelines issued on April 1, 1993 by the NYS Department of Health's Bureau of Communicable Disease Control/Zoonoses Program. The protocol as approved by the Department of Health will be used to implement this AGREEMENT and is hereby incorporated into this Workplan.

This AGREEMENT also allows for reimbursement to counties of actual expenses for certain activities related to rabies control. These activities are county-authorized, human postexposure treatment; specimen preparation and shipment; and pet vaccination clinics. Maximum amounts to be reimbursed for the specific time periods per category are listed in the Budget in Appendix C. The Budget included herein is an estimate of projected expenditures and may be modified by the Department of Health if expenditures related to human treatment and specimen preparation and shipment exceed the maximum levels.

B. Municipal Public Health Services Plan

The protocol developed as part of this agreement must also be incorporated into the county's Municipal Public Health Services Plan.

C. Reimbursement

The DEPARTMENT agrees to provide local assistance funding to your county for the activities undertaken pursuant to this AGREEMENT in accordance with the budget described in Appendix C.

By authorizing treatment of individuals due to rabies exposures, the local health department certifies that an investigation was conducted into the circumstances of the exposure and that the treatment is warranted and consistent with established NYSDOH protocols and guidelines. Expenses related to human postexposure treatment include rabies immune globulin, rabies vaccine, and the costs to administer the immune globulin and vaccine (i.e., hospital or private physician). The State will reimburse these expenses, which include insurance deductibles and co-payments up to \$1,000 per individual treated. The rabies protocol must clearly state that the COUNTY is the primary obligator for human postexposure treatment and that any individuals who are treated with authorization of the local health department as described in the protocol will not incur any expense for this treatment.

Regarding human postexposure treatment expenses, the county must ensure that third-party reimbursement is pursued prior to the submission of claims to the State. Third-party includes private insurance and Medicaid and Medicare, as appropriate. All third-party claims must be resolved prior to the submission of claims for payment. Expenses related to specimen preparation and shipment and may include costs associated with the euthanasia, (if necessary and owner does not pay), decapitation, preparation and shipment of specimens. The State will reimburse these expenses up to \$25 per bat specimen, \$60 per small animal specimen and \$75 per large animal specimen (such as horses and cattle). The cap for bats has been reduced because less preparation is needed and decapitation is not required for submission of bats.

Actual expenditures with a maximum of \$5,000 per year for pet vaccination clinics. The local health department shall hold a clinic every four months. All reasonable expenses related to holding vaccination clinics for cats, dogs, and domesticated ferrets are reimbursable. All advertising for clinics must indicate that the clinics are free of charge to county residents. Any donations received must be used to offset costs being claimed for reimbursement.

APPENDIX H

Appendix H

Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement")

I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees 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 in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records 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 Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or 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 purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program 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.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program 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 Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

APPENDIX X

Agency Code 12000

APPENDIX X

Contract Number:

Contractor:

Amendment Number:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and (hereinafter referred to as The CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix (es) _____ with the attached Appendix (ex) _____
- Adds the attached appendix (es) _____
- Other (describe): _____

This amendment is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

	From:	to:
(Value before amendment)	(Initial start date)	

This amendment provides the following addition (complete only items being modified):

From:	to:
-------	-----

This will result in new contract terms of:

	From:	to:
(All years thus far combined)	(Initial start date)	(Amendment end date)

Signature Page for:

Contract Number:

Contractor:

Amendment Number:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

Date: _____
By: _____ Title: _____
(Print Name)

STATE OF NEW YORK)
) SS:
County of)

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Date: _____
By: _____ Title: _____
(Print Name)

STATE COMPTROLLER'S SIGNATURE

Date: _____

GRANT CONTRACT

STATE AGENCY (Name and Address):

CONTRACTOR (Name and Address):

Warren County Health Services
Municipal Center
Lake George, NY 12845

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

520100000000

STATUS:

CONTRACTOR IS IS NOT A
SECTARIAN ENTITY

CONTRACTOR IS IS NOT A
NOT-FOR-PROFIT ORGANIZATION

NYS COMPTROLLER'S NUMBER:

C-023221

ORIGINATING AGENCY CODE:

TYPE OF PROGRAM(S):

State Operations and Aid to Localities
Rabies Reimbursement

INITIAL CONTRACT PERIOD

FROM: January 1, 2008

TO: March 31, 2012

ESTIMATED FUNDING AMOUNT FOR
INITIAL PERIOD:

\$64,725.00 (TOTAL FOR FIVE YEARS)
(Rate-Based Amount determined by actual expenses)

MULTI-YEAR TERM (if applicable):

FROM:

TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- APPENDIX A Standard clauses as required by the Attorney General for all State contracts.
- APPENDIX A-1 Agency-Specific Clauses (Rev 9/07)
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedule
- APPENDIX D Program Workplan
- APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

- APPENDIX A-2 Program-Specific Clauses
- APPENDIX E-1 Proof of Workers' Compensation Coverage
- APPENDIX E-2 Proof of Disability Insurance Coverage
- APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- APPENDIX
- APPENDIX

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR:

Warren County Health Services
Municipal Center
Lake George, NY 12845

By: _____
(Print Name)

Title: _____

Date: _____

Contract Number:

C-023221

STATE AGENCY:

New York State Department of Health
Zoonoses Program
ESP – Corning Tower – Room 621
Albany, New York 12237

By: _____
(Print Name)

Title: _____

Date: _____

State Agency Certification:

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

STATE OF NEW YORK)
) SS:
County of Warren)

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

Title: _____
Date: _____

STATE COMPTROLLER'S SIGNATURE

Title: _____
Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL

HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A-1
(REV 1/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the

United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
 - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
 - **DB-155** -- Certificate of Disability Benefits Self-Insurance
14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
 15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
 16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

APPENDIX B

BUDGET

County of Warren

Contract Number: C-023221

Budget Period: January 1, 2008 to March 31, 2012

Reimbursement for human rabies postexposure treatment, specimen preparation and shipment, and pet vaccination clinics that are carried out according to the rabies protocol referenced in Appendix D will be reimbursed as follows:

Actual expenses, not to exceed the following maximum levels, will be reimbursed.

Human Treatment	\$1,000/individual treated
Specimen Preparation and Shipment	\$ 25/bat specimen \$ 60/small animal specimen \$ 75/large animal specimen
Pet Vaccination Clinics (every 4 months)	\$5,000/year

Budget Amount January 1, 2008 – March 31, 2009 \$17,865.00

APPENDIX C

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Communicable Disease Control/Zoonoses Program, ESP – Corning Tower, Room 621, Albany, New York, 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: Warren County Health Services

Budget Period: 1/1/08 – 3/31/12

Report Type:

- A. Warren County Health Services will submit on a quarterly basis, along with the vouchers not later than 30 days from the end of each quarter supporting documentation. Such documentation includes a Master Patient List, Human Treatment Expense Sheet, Specimen Preparation, Treatment Cost Sheet, and Vaccination Clinic Cost Breakdown by category.

APPENDIX D

APPENDIX D
RABIES WORKPLAN

County of Warren
Contract Number: C-023221

A. Purpose of Agreement

The primary purpose of this AGREEMENT is to implement a rabies plan that will protect the residents of the county from contracting rabies. The county has developed a comprehensive rabies protocol based on guidelines issued on April 1, 1993 by the NYS Department of Health's Bureau of Communicable Disease Control/Zoonoses Program. The protocol as approved by the Department of Health will be used to implement this AGREEMENT and is hereby incorporated into this Workplan.

This AGREEMENT also allows for reimbursement to counties of actual expenses for certain activities related to rabies control. These activities are county-authorized, human postexposure treatment; specimen preparation and shipment; and pet vaccination clinics. Maximum amounts to be reimbursed for the specific time periods per category are listed in the Budget in Appendix C. The Budget included herein is an estimate of projected expenditures and may be modified by the Department of Health if expenditures related to human treatment and specimen preparation and shipment exceed the maximum levels.

B. Municipal Public Health Services Plan

The protocol developed as part of this agreement must also be incorporated into the county's Municipal Public Health Services Plan.

C. Reimbursement

The DEPARTMENT agrees to provide local assistance funding to your county for the activities undertaken pursuant to this AGREEMENT in accordance with the budget described in Appendix C.

By authorizing treatment of individuals due to rabies exposures, the local health department certifies that an investigation was conducted into the circumstances of the exposure and that the treatment is warranted and consistent with established NYSDOH protocols and guidelines. Expenses related to human postexposure treatment include rabies immune globulin, rabies vaccine, and the costs to administer the immune globulin and vaccine (i.e., hospital or private physician). The State will reimburse these expenses, which include insurance deductibles and co-payments up to \$1,000 per individual treated. The rabies protocol must clearly state that the COUNTY is the primary obligator for human postexposure treatment and that any individuals who are treated with authorization of the local health department as described in the protocol will not incur any expense for this treatment.

Regarding human postexposure treatment expenses, the county must ensure that third-party reimbursement is pursued prior to the submission of claims to the State. Third-party includes private insurance and Medicaid and Medicare, as appropriate. All third-party claims must be resolved prior to the submission of claims for payment. Expenses related to specimen preparation and shipment and may include costs associated with the euthanasia, (if necessary and owner does not pay), decapitation, preparation and shipment of specimens. The State will reimburse these expenses up to \$25 per bat specimen, \$60 per small animal specimen and \$75 per large animal specimen (such as horses and cattle). The cap for bats has been reduced because less preparation is needed and decapitation is not required for submission of bats.

Actual expenditures with a maximum of \$5,000 per year for pet vaccination clinics. The local health department shall hold a clinic every four months. All reasonable expenses related to holding vaccination clinics for cats, dogs, and domesticated ferrets are reimbursable. All advertising for clinics must indicate that the clinics are free of charge to county residents. Any donations received must be used to offset costs being claimed for reimbursement.

The county must incur expenses in order to be reimbursed. All human postexposure treatment and specimen shipments authorized by the county and carried out according to the county's rabies protocol as outlined in this Workplan must not result in an out-of-pocket expense for the individual exposed.

If expenses exceed the reimbursement levels set under this allocation, the excess amount may be claimed against State Aid according to the rules and procedures allowed under the county's approved Municipal Public Health Services Plan.

Other expenses related to the suppression of rabies and expenses in excess of the reimbursement levels provided under this AGREEMENT may be reimbursable under Part 40 of the Commissioner of Health's Rules and Regulations, provided, however, that the approved rabies protocol is incorporated into the county's Municipal Public Health Services Plan.

D. Compliance

It is expressly understood and agreed that the services provided hereunder shall conform with, and be provided in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations, as well as those court determinations, including limitation, decision, orders, judgments, etc. generally or specifically applicable to the subject matter of this AGREEMENT.

E. Rabies Protocol

The county's rabies protocol will be updated as necessary and as directed by the Bureau of Communicable Disease Control/Zoonoses Program. Continuation of this AGREEMENT is contingent upon submission of updated protocols. Updated rabies protocols as approved by the Bureau of Communicable Disease Control/Zoonoses Program will be incorporated by reference into this AGREEMENT, and will, along with the requirements in this Appendix, form the basis of the County's specific workplan for the purposes of this AGREEMENT. Updates to the rabies protocol for your county will be kept on file in the Zoonoses Program and in the county's offices.

APPENDIX H

Appendix H

Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement")

I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees 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 in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records 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 Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or 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 purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program 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.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program 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 Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

APPENDIX X

Agency Code 12000

APPENDIX X

Contract Number:

Contractor:

Amendment Number:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and (hereinafter referred to as The CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix (es) _____ with the attached Appendix (ex) _____
- Adds the attached appendix (es) _____
- Other (describe): _____

This amendment is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

	From:	to:
(Value before amendment)	(Initial start date)	

This amendment provides the following addition (complete only items being modified):

	From:	to:
--	-------	-----

This will result in new contract terms of:

	From:	to:
(All years thus far combined)	(Initial start date)	(Amendment end date)

Signature Page for:

Contract Number:

Contractor:

Amendment Number:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(Print Name) Title: _____

STATE OF NEW YORK)
County of) SS:
)

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____
(Print Name) Title: _____

STATE COMPTROLLER'S SIGNATURE

Date: _____



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Chief of Staff

January 9, 2008

Patricia Auer
Warren County Health Services
Municipal Center
Lake George, NY 12845

Dear Public Health Director:

The Office of the State Comptroller (OSC) and the Department of Health have determined that reimbursement to counties for rabies expenses previously provided through Letters of Agreement will now be accomplished with a formal contract approved by OSC. Procurement and disbursement guidelines recently distributed by OSC state "an agreement between a State agency and another governmental entity that is not a State agency and has a separate legal existence (i.e. public authority, public benefit corporation, political subdivision of the State, etc.) is a contract and, as such, it must receive OSC approval under Section 112 of the State Finance Law."

Per OSC's directive, it is the Bureau of Communicable Disease Control, Zoonoses Program's intent to void Warren County's Letter of Agreement effective close of business December 31, 2007 and enter into a contract beginning January 1, 2008. It is imperative that the third quarter voucher for the period October 1, 2007 through December 31, 2007 under the 07/08 Letter of Agreement be submitted no later than January 31, 2008. Expenses incurred after December 31st will be paid under the new contract.

In the next few weeks, you will receive a contract package with instructions for implementing the new award. To expedite the contract process, please review and return the signed document within two weeks of receipt.

Please do not hesitate to contact me or Renee Lund at (518) 474-3186 if you have any questions or concerns regarding this matter.

Sincerely,

Jodi Schoen
Health Program Administrator I
Zoonoses Program
Bureau of Communicable Disease

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation or termination. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Health Services
Title of Position Early Intervention Service Coordinator - Grade 18
Base salary \$ 38,133 prorated to 30,128 30 hours
Budget code and title Early Intervention A-4054.0060.130 Part time salary
This position is vacate due to: Retirement Resignation Termination
Employee No. 9067

COMMISSIONER OF ADMINISTRATIVE & FISCAL SERVICES COMPLETES THIS SECTION

Name of Committee Health Services Date 6/27/08

- The Commissioner has no objection to the filling of the vacancy.
- The Commissioner objects to the filling of the vacancy.

Commissioner Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services Date 6/27/08

- The committee has no objection to the filling of the vacancy.
- The committee objects to the filling of the vacancy and will be sending a resolution to the full board to have the position removed from the budget.

Ranking Committee Member Signature _____

PERSONNEL COMMITTEE COMPLETES THIS SECTION

Date _____

- The Personnel Committee has no objection to the filling of the vacancy.
- The Personnel Committee objects to the filling of the vacancy and will be sending a resolution to the full board to have the position removed from the budget.

Ranking Committee Member Signature _____

RESOLUTION REQUEST FORM NO. 12

Request to Fill Vacant Position*

*(Please Note: A Resolution **IS NOT REQUIRED** for approval **IF** the vacant position is funded in the Warren County Salary Budget. However, the request must be approved by the Personnel Committee **BEFORE** the position is filled as well as the Finance Committee if new dollars are involved.

A Resolution **IS REQUIRED** if the vacant position is **NOT FUNDED** in the Warren County Salary Budget.)

DEPARTMENT NAME: Health Services

DATE: June 27, 2008

- (a) Title of Vacant Position to be Filled: Early Intervention Services Coordinator
- (b) Date position became will vacant: 8/15/08
- (c) Do You Anticipate Filling the Position In-House? No
If Yes, List Employee Number:
- (d) Annual Salary of Position (and Grade if Applicable):* \$38,133.00, Grade 18; prorated to 30 hours: \$30,128.00
*(This should be the Base Salary for the position if it is being filled by a new employee, or the salary, including longevities, for any existing employee who is filling the position.
- (e) Effective Date of Filling Position:* 8/18/08
*Please do not backdate unless the purpose is to correct an error.
- (f) Where are Funds in the Budget for this Position? (List budget code (with title), object code (with title), and amount): EI A4054.0060.130 Part Time Salary
- (g) Does the Vacant Position Show a Salary in the Budget? Yes
- (h) Will Lower Level Position be Vacated as a Result of Filling this Vacancy? No If yes, is there a Request to Fill that Position also?
- (i) If Yes, will it be Filled In-House? n/a
If Yes, List Current Title and Employee No.:
- (j) Salary of Lower Level Position:* n/a
*See notes under Item No. (c) concerning how the salary should be listed.
- (k) Effective Date of Filling Lower Level Position: n/a
- (l) Is this a mandated position? If so, please explain: EI Program is a mandated program. Service Coordination is a mandatory component and is a billable service. If not done, it will be contracted out and the monies paid to another agency.
- (m) Is there expected revenue from this position? If so, please explain: Yes, see above

Sady, Joan

From: Henkel, Betsy
Sent: Friday, June 27, 2008 12:54 PM
To: Sady, Joan
Subject: 20 MiscEdenPark.doc

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Westmount Health Facility

DATE: June 27, 2008

- (a) Purpose of Request: Transfer Agreement name change

- (b) Details: Name change revision for the Transfer Agreement between Westmount Health Facility owned by Warren County and Eden Park Health Care Center to include a name change of "The Pines at Glens Falls Center for Nursing and Rehabilitation", 170 Warren Street, Glens Falls, New York 12801.

- (c) Previous Resolution Number:

Warren County Board of Supervisors

RESOLUTION NO. 684 OF 2007

Resolution introduced by Supervisors Haskell, Tessier, Champagne, O'Connor, Mason, Geraghty and Sokol

**AUTHORIZING EXECUTION OF CLIENT ACCEPTANCE OF
YEAR TWO ANNUAL GUARANTEED SAVINGS REPORT FOR-
SIEMENS BUILDING TECHNOLOGIES, INC.
- WESTMOUNT HEALTH FACILITY**

WHEREAS, Siemens Building Technologies, Inc., in accordance with the terms of the energy performance contract relating to the co-generation project at the Westmount Health Facility, has requested the County execute the Year Two Client Acceptance of Annual Guaranteed Savings Report (Report), now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the Year Two Client Acceptance of Annual Guaranteed Savings Report described in the preambles of this resolution in a form approved by the County Attorney and upon execution said Report be returned to Siemens Building Technologies, Inc..

EXECUTIVE SUMMARY
Warren County: Westmount Health Facility
Performance Assurance Report
Performance Year 3: June 2007 - May 2008

Your Energy Performance Contract with Siemens guaranteed \$190,625 in Annual Savings for the third Annual Period, consisting of \$145,847 in energy savings and \$47,778 in operational savings.

The following table summarizes contract results to-date:

Timeframe	Measured & Verified Energy Savings	Contract Stipulated Energy Savings	Contract Operational Savings (Laundry)	Laundry & Annex Adjustments	Realized Annual Savings	Annual Guaranteed Savings	Deviation From Plan
Construction Period 2004-2005	\$ 10,280				\$ 10,280	\$ -	\$ 10,280
Performance Year 1 2005-2006	\$ 77,218	\$ 35,247	\$ 41,581	\$ 135,626	\$ 289,672	\$ 181,440	\$ 108,232
Performance Year 2 2006-2007	\$ 85,516	\$ 37,031	\$ 43,686	\$ 123,050	\$ 289,283	\$ 185,976	\$ 103,307
Performance Year 3 2007-2008	\$ 93,977	\$ 37,957	\$ 44,778	\$ 123,739	\$ 300,451	\$ 190,625	\$ 109,826
YTD TOTALS	\$ 266,991	\$ 110,235	\$ 130,045	\$ 382,415	\$ 889,686	\$ 558,041	\$ 331,645

Through the end of the third Annual Period, our agreement provided the Warren County Westmount Health Facility with Accumulated Realized Savings of \$889,686. This exceeds the Accumulated Guaranteed Savings goal of \$558,041 by \$331,645.

Warren County - Westmount Health Facility
Performance Guarantee Year 3 Analysis

Table 1.1 - Monthly Analysis

Max: 430	399	396	430	359	321	313	344	311	329	294	270	328	Totals
Baseline kW	399	396	430	359	321	313	344	311	329	294	270	328	4,093
Baseline kWh	173,820	162,360	175,480	87,800	115,020	136,460	154,020	113,660	146,400	130,660	112,620	117,940	1,626,240
Max: 343	308	319	319	321	317	289	331	343	306	301	239	270	3,664
Peak 15-min kW	308	319	319	321	317	289	331	343	306	301	239	270	3,664
Health Facility kWh:	100,209	102,510	106,175	92,189	89,542	93,174	108,690	101,777	95,838	95,415	71,776	72,732	1,130,026
Annex kWh:	34,004	34,305	39,578	30,997	30,047	36,905	49,688	57,469	52,992	48,467	31,020	27,021	472,492
TOTAL Actual kWh Generated	134,213	136,815	145,753	123,185	119,590	130,079	158,378	159,246	148,830	143,882	102,796	99,753	1,602,518

Max: 430	399	396	430	359	321	313	344	311	329	294	270	328	Totals
Baseline kW	399	396	430	359	321	313	344	311	329	294	270	328	4,133
Baseline kWh	173,820	162,360	175,480	123,185	119,590	136,460	158,378	159,246	148,830	143,882	112,620	117,940	1,731,790

Max: 430	399	396	430	359	321	313	344	311	329	294	270	328	Totals
Delta kW	-91	-76	-111	-38	-4	-24	-12	32	-22	8	-32	-59	-430
Delta kWh	-39,608	-25,546	-29,727	35,386	4,570	-6,381	4,358	45,586	2,430	13,222	-9,824	-18,187	-23,722

Baseline Non-Cogeneration Therms	1,373	554	1,143	1,169	4,863	8,957	12,425	8,899	9,932	6,309	6,349	3,614	65,587
Actual Non-Cogeneration Therms	626	820	689	646	641	850	946	1,121	965	882	724	836	9,746
Delta	747	-266	454	523	4,222	8,107	11,479	7,778	8,967	5,427	5,625	2,778	55,841

Baseline Power Therms	19,168	17,904	19,351	9,682	12,684	15,048	16,984	12,534	16,144	14,408	12,419	13,006	179,333
Actual Power Therms	20,335	20,857	22,129	19,200	18,914	20,596	23,199	23,565	22,125	21,581	16,319	15,738	244,558
Delta	-1,167	-2,953	-2,778	-9,518	-6,230	-5,548	-6,215	-11,031	-5,981	-7,173	-3,900	-2,732	-65,225

Baseline Power Therms Cost	\$ 12,459	\$ 11,638	\$ 12,578	\$ 6,293	\$ 8,244	\$ 9,781	\$ 11,040	\$ 8,147	\$ 10,494	\$ 9,366	\$ 8,072	\$ 8,454	\$ 116,566
Contract Power Therms Cost	\$ 13,218	\$ 13,557	\$ 14,384	\$ 12,480	\$ 12,294	\$ 13,387	\$ 15,079	\$ 15,317	\$ 14,381	\$ 14,028	\$ 10,607	\$ 10,230	\$ 158,963
Delta	\$ (759)	\$ (1,919)	\$ (1,806)	\$ (6,187)	\$ (4,050)	\$ (3,606)	\$ (4,039)	\$ (7,170)	\$ (3,888)	\$ (4,662)	\$ (2,535)	\$ (1,776)	\$ (42,396)

Baseline \$ / kWh (at \$0.65 / Therm)	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072	\$ 0.072
Actual \$ / kWh (at \$0.65 / Therm)	\$ 0.098	\$ 0.099	\$ 0.099	\$ 0.101	\$ 0.103	\$ 0.103	\$ 0.095	\$ 0.096	\$ 0.097	\$ 0.097	\$ 0.103	\$ 0.103	\$ 0.099

Table 1.2 - Savings Summary

Energy	1,731,790	\$ 0.092	\$ 159,080
Demand	4,133	\$ 16.12	\$ 66,627
Thermal	55,841	\$ 0.65	\$ 36,297
Thermal Adjustment:			(\$9,064)
Cogen Operating Cost		\$ 0.65	\$ (158,963)
Operational Savings: Laundry			Subtotal \$ 93,977
Stipulated Savings: Chiller			\$ 44,778
Controls			\$ 10,925
Kitchen			\$ 24,948
Adjustment for Increased Laundry Usage			\$ 2,646
Subtotal			\$ 105,381
TOTAL CONTRACT SAVINGS			\$ 199,358
Other Benefits:			
Annex Reimbursement			\$ 96,011
Countynside Laundry			\$ 5,082
Total Other Benefits			\$ 401,093
TOTAL ADJUSTED SAVINGS			\$ 300,452
GUARANTEED SAVINGS			\$ 190,625
EXCESS SAVINGS			\$ 109,826

**WESTMOUNT HEALTH FACILITY
(AN ENTERPRISE FUND OF THE
COUNTY OF WARREN, NEW YORK)**

FINANCIAL REPORT

DECEMBER 31, 2007

McCarthy & Conlon, LLP
Certified Public Accountants
P.O. Box 4646
Queensbury, NY 12804
Telephone (518) 792 - 6668

Countryside Adult Home
Meeting Agenda
June 27, 2008

1. Continuing education requirements; currently I have 28.5 I need 60, I'm scheduled already for a seminar July 21st. (5 contact hours). I am requesting to attend a seminar Psychic Events in the lives of Clinicians and Clients, July 23rd, 2008 (6.3 contact hours) and seminar Challenging Geriatric Behaviors, August 19,2008 (6.3 contact hours). Money is available in my budget for these seminars and I am not requesting transportation or meals. I will provide my own transportation and meals at no cost to Warren County.
2. FYI – we had applied for a grant to replace our generator but we did not get it at this time. Please see attached letter from Kristen Gillibrand's office.
3. The Grant for Air Conditioning units in the residents rooms – it was too late to apply the application needed to be in by June 10th so I was too late for this year.
4. Census – attached print out of admissions and discharges numbers from 1992 – 2007. Also trend from 2005-2008.
5. OLD ITEM- Resolution Request to fill a vacant position – this is the Building Maintenance Mechanic Position which has been vacant since February 2008. This is a grade 13 with the starting pay of \$32,812. I would like to post the position as soon as possible in hopes of finding a qualified candidate by August 2008. I would be conducting the initial interviews, potential candidates would then be interviewed a second time by myself, Skip Besaw, and possibly Frank Morehouse.
6. Request to use Shannon Gould for psychological services- we were not happy with Dr. Mace and we have a hard time getting people in at Warrensburg. Shannon will come to the facility weekly and he bills the resident Medicaid himself.
7. ? Budget – Kathy Baker

6

BUILDING MAINTENANCE WORKER

GENERAL STATEMENT OF DUTIES: Performs a variety of semi-skilled building repair and maintenance tasks; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is semi-skilled work involving responsibility for independently performing a variety of mechanical and other building maintenance tasks or for serving as a helper to journeyman tradesman.

In either case, although a working knowledge of one or more trades is necessary, a maintenance man does not utilize the more skilled journeyman techniques for any considerable portion of his time. In addition, the work may involve the part-time operation of a truck, automobile or other automotive equipment. General instructions are received and work is performed under immediate or general supervision, depending upon the nature of the task.

EXAMPLES OF WORK: (Illustrative only)

- Performs semi-skilled work in masonry, carpentry, electrical or painting operations;
- Helps to install and repair wiring systems and electric fixtures and equipment;
- Repairs windows, doors, floors, walls and other parts of buildings;
- Does interior and exterior painting where quantity rather than fine quality of work performed is the principal object;
- Helps to install and repair general plumbing equipment, such as sinks, toilets and baths;
- Assists in cleaning and repairing boilers, pumps, heaters, pipe lines, valves and traps;
- Mixes plaster and concrete and assists in laying brick, plastering walls, finishing concrete work, etc.;
- Operates trucks, automobiles, air compressors, and other motorized equipment;
- Takes part in general grounds maintenance activities;
- Serves as general handyman performing a variety of semi-skilled duties.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Good knowledge of modern buildings and grounds maintenance and repair practices; knowledge of the practices and techniques of one or more of the standard trades; mechanical aptitude; industry; good physical condition; dependability; manual dexterity.

ACCEPTABLE EXPERIENCE AND TRAINING: • Two years of experience in either general building construction or maintenance work in one or more of the standard trades, such as carpentry, plumbing, electrical; or any equivalent combination of experience and training.

BUILDING MAINTENANCE MECHANIC

DISTINGUISHING FEATURES OF THE CLASS: This work involves the repair and maintenance of buildings, grounds and equipment. The work performed is of a general mechanical nature and may include masonry, carpentry, painting, plumbing, heating or electrical maintenance and repair. The work may also involve the operation and routine maintenance of motor vehicles or other machinery and equipment. Although employees of this class, because of individual training or experience generally devote a greater part of their time to a particular specialized field, they are required to work in various mechanical fields as the occasion demands. Employees work under general supervision allowing for the exercise of independent judgment in carrying out the details of the work. Direct supervision may be exercised over the work of laborers or other subordinate employees. Does related work as required.

TYPICAL WORK ACTIVITIES: Installs and repairs electrical wiring and equipment; Cleans, maintains and makes repairs to boilers, pumps, heaters, piping, valves, traps, compressor motors and generators; Buildings and/or installs cabinets, shelves, doors, paneling, flooring, windows and locks; Installs and repairs plumbing fixtures such as sinks, toilets and showers; Operate and/or perform minor repairs to motor vehicles, and other motorized equipment; Repairs windows, doors, floors, walls, furniture, roofs, projectors, screens and sprinklers; Performs masonry duties such as mixing plaster and concrete, laying brick or blocks, preparing forms and pouring concrete; Prepares surfaces and paints exteriors and interiors of buildings and structures; Performs general grounds maintenance activities; May supervise the work of Laborers or other subordinates.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

* Thorough knowledge of the practices, processes, materials and tools of the principal trade in which the experience has been gained; good knowledge of modern buildings and grounds maintenance and repair practices; good knowledge of the operation and maintenance of heating and ventilating equipment; ability to plan and supervise the work of others; ability to understand and carry out oral and written directions; mechanical aptitude; manual dexterity; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either:

- a) Four years of experience in general building maintenance, heavy construction or building trades work; or
- b) One year of experience as a journeyman in one of the recognized skilled trades; or
- c) An equivalent combination of training and experience as defined by the limits of (a) and (b) above.

Countryside Adult Home places that need maintenance regularly

Roof -- we already have an area that leaks every time we have a hard rain we need to check the warranty and see what need to be done to correct the problem.

Heating system –

2 boilers which need constant maintenance such as filters and nozzles, we've had constant problems with these boilers and someone needs to be here that can troubleshoot and can make decisions regarding when it is needed to call someone in or they can do the repairs appropriately themselves.

Fuel pumps – we have 2 in the building that need maintenance routinely.

Fuel Tank – needs monitoring for leaks, for water, for fuel the filters all need to be maintained.

Building temperatures need to be monitored and documented daily.

Water –

We have hot water tanks that need to be installed, which will need routine maintenance.

Our chimneys need repairs and at least one needs to be replaced

Filters need changing periodically, and nozzles.

Water temperatures need to be monitored and recorded twice a day.

IE: Seimens – are going to work up a price to hook up monitors in the lines so we can keep accurate records of the temperatures and actually do printouts when the state requests them.

Plumbing – we have 30 resident rooms, the kitchen, restrooms, aide station, and exam room, resident laundry.

Septic-

The filters need to be pulled and washed every 3 months. ? if it still needs to be pumped twice a year.

Alarms-

There are alarms for almost every area including heat, water, sewer, fire, security ect. And someone should be making sure they work all the time and appropriately.

Generator-

Needs to be run at least monthly, the oil filters, and fuel filters need to be changed periodically, the battery needs to be monitored

Kitchen-

Grease trap needs to be emptied and cleaned. The hood needs to be maintained, dishwasher, steam table, compressors in the coolers, freezers, and ice machine.

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation or termination. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Countryside Adult Home

Title of Position Building Maintenance Mechanic

Base salary \$32,812.

Budget code and title A.6030 110 Countryside Adult Home Salaries - Regular

This position is vacated due to: Retirement Resignation Termination Promotion
 Other

Employee No. 10544

COMMISSIONER OF ADMINISTRATIVE & FISCAL SERVICES COMPLETES THIS SECTION

Name of Committee Health

Date 5-16-08

- The Commissioner has no objection to the filling of the vacancy.
 The Commissioner objects to the filling of the vacancy.

Commissioner Signature _____

H. O. S. Page

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health

Date 5/16/08

- The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy and will be sending a resolution to the full board to have the position removed from the budget.

Ranking Committee Member Signature _____

Matthew D.

PERSONNEL COMMITTEE COMPLETES THIS SECTION

Date

- The Personnel Committee has no objection to the filling of the vacancy.
 The Personnel Committee objects to the filling of the vacancy and will be sending a resolution to the full board to have the position removed from the budget.

Ranking Committee Member Signature _____

Budget Performance Report

Through Date: 06/27/2008

Account Number	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	Used / Rec'd	%	Prior Year Total
Fund: A - General										
Revenue										
Department: 6030 - Countryside Adult Home										
1830	500,000.00	0.00	500,000.00	49,146.00	0.00	263,926.58	236,073.42	53%	657,603.86	
1831	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00	
1892	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00	
2665	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	3,840.00	
2680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	(12,018.00)	
2680.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	24,036.00	
3630	612,917.00	0.00	612,917.00	36,933.00	0.00	153,358.00	459,559.00	25%	482,986.00	
5785	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	5,157.19	
Department Total: Countryside Adult Home										
	\$1,112,917.00	\$0.00	\$1,112,917.00	\$86,079.00	\$0.00	\$417,284.58	\$695,632.42	37%	\$1,161,605.05	
Expenses										
Department: 6030 - Countryside Adult Home										
110	896,945.00	0.00	896,945.00	36,920.96	0.00	419,107.72	477,837.28	47%	949,947.35	
120	28,348.00	0.00	28,348.00	2,933.22	0.00	11,454.73	16,893.27	40%	35,774.22	
130	11,853.00	0.00	11,853.00	0.00	0.00	0.00	11,853.00	0%	1,886.54	
140	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0%	3,800.00	
210	15,000.00	0.00	15,000.00	1,740.73	5,600.15	2,340.73	7,059.12	53%	10,996.89	
220	300.00	0.00	300.00	0.00	0.00	108.68	191.32	36%	57.10	
230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	38,096.85	
260	5,250.00	0.00	5,250.00	0.00	0.00	1,082.94	4,167.06	21%	2,245.69	
270	250.00	0.00	250.00	0.00	0.00	0.00	250.00	0%	0.00	
410	30,000.00	0.00	30,000.00	1,740.06	1,923.45	13,178.21	14,898.34	50%	29,187.87	
411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00	
413	38,000.00	0.00	38,000.00	5,091.07	6,761.11	17,393.40	13,845.49	64%	33,076.06	
415	40,000.00	0.00	40,000.00	0.00	0.00	11,433.83	28,566.17	29%	37,422.11	
416	37,000.00	0.00	37,000.00	1,702.40	0.00	29,600.82	7,399.18	80%	31,588.69	
418	11,950.00	0.00	11,950.00	0.00	0.00	7,196.41	4,753.59	60%	10,327.68	
421	2,100.00	0.00	2,100.00	162.05	0.00	1,180.39	919.61	56%	2,181.73	
422	2,000.00	0.00	2,000.00	32.00	0.00	1,335.47	664.53	67%	2,377.31	
423	3,500.00	0.00	3,500.00	265.40	0.00	1,584.73	1,915.27	45%	3,425.99	
424	750.00	0.00	750.00	83.25	0.00	203.93	546.07	27%	472.42	
426	200.00	20.00	220.00	0.00	0.00	219.85	0.15	100%	175.25	
428	1,700.00	0.00	1,700.00	84.96	0.00	509.76	1,190.24	30%	1,019.52	
432	4,500.00	0.00	4,500.00	215.24	0.00	422.23	4,077.77	9%	1,895.57	
434	30,000.00	0.00	30,000.00	2,100.00	0.00	13,550.00	16,450.00	45%	24,500.00	

Budget Performance Report

Through Date: 06/27/2008

Account Number	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	Used / Rec'd %	Prior Year Total
435	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0%	0.00
436	1,000.00	0.00	1,000.00	0.00	0.00	353.97	646.03	35%	0.00
437	14,500.00	0.00	14,500.00	1,069.64	0.00	5,732.20	8,767.80	40%	13,326.53
439	6,360.00	0.00	6,360.00	50.00	0.00	832.26	5,527.74	13%	6,836.94
440	1,000.00	2,880.00	3,880.00	0.00	1,781.27	0.00	2,098.73	46%	0.00
441	5,000.00	0.00	5,000.00	0.00	0.00	910.17	4,089.83	18%	1,394.27
442	6,000.00	0.00	6,000.00	0.00	0.00	2,734.73	3,265.27	46%	5,414.50
444	1,200.00	0.00	1,200.00	0.00	0.00	164.00	1,036.00	14%	497.00
445	80,000.00	(2,900.00)	77,100.00	6,122.84	0.00	36,665.17	40,434.83	48%	72,540.16
451	10,000.00	0.00	10,000.00	0.00	580.48	1,533.19	7,886.33	21%	10,358.11
453	360.00	0.00	360.00	0.00	0.00	269.96	90.04	75%	99.99
470	19,000.00	0.00	19,000.00	12,629.82	0.00	14,334.31	4,665.69	75%	17,284.32
710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00
810	84,703.00	0.00	84,703.00	0.00	0.00	19,471.88	65,231.12	23%	79,981.38
830	58,351.00	0.00	58,351.00	2,355.43	0.00	25,962.44	32,388.56	44%	59,764.93
831	13,647.00	0.00	13,647.00	550.85	0.00	6,071.82	7,575.18	44%	13,976.99
840	10,947.00	0.00	10,947.00	0.00	0.00	10,946.34	0.66	100%	18,952.13
850	5,000.00	0.00	5,000.00	0.00	0.00	183.75	4,816.25	4%	1,163.75
855	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0%	3,000.00
860	200,489.00	0.00	200,489.00	18,556.99	0.00	129,623.41	70,865.59	65%	197,867.17
865	4,464.00	0.00	4,464.00	386.00	0.00	2,702.00	1,762.00	61%	4,440.00
Department Total: Countryside Adult Home									
	\$1,689,167.00	\$0.00	\$1,689,167.00	\$94,792.91	\$16,646.46	\$790,395.43	\$882,125.11	48%	\$1,727,353.01
Revenue Total:									
	\$1,112,917.00	\$0.00	\$1,112,917.00	\$86,079.00	\$0.00	\$417,284.58	\$695,632.42	37%	\$1,161,605.05
Expense Total:									
	\$1,689,167.00	\$0.00	\$1,689,167.00	\$94,792.91	\$16,646.46	\$790,395.43	\$882,125.11	48%	\$1,727,353.01
Fund Total: General									
	(\$576,250.00)	\$0.00	(\$576,250.00)	(\$8,713.91)	(\$16,646.46)	(\$373,110.85)	(\$186,492.69)		(\$565,747.96)
Revenue Grand Total:									
	\$1,112,917.00	\$0.00	\$1,112,917.00	\$86,079.00	\$0.00	\$417,284.58	\$695,632.42	37%	\$1,161,605.05
Expense Grand Total:									
	\$1,689,167.00	\$0.00	\$1,689,167.00	\$94,792.91	\$16,646.46	\$790,395.43	\$882,125.11	48%	\$1,727,353.01
Grand Total:									
	(\$576,250.00)	\$0.00	(\$576,250.00)	(\$8,713.91)	(\$16,646.46)	(\$373,110.85)	(\$186,492.69)		(\$565,747.96)

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (needs Supervisory Committee authorization)
 Out-Of State (needs Board resolution)

The Health Services Committee hereby authorizes Brenda Brown-Hayes

(Supervisory Committee) (Employee Name)

to attend Psychic Events in the Lives of Clinicians and Clients

(Name of meeting or organization)

at Albany Marriott, 189 Wolf RD, Albany , NY

(Address)

on July 23, 2008 Mode of transportation to be used Own vehicle

(Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is **not** a county vehicle or mass transportation, please explain:

I will provide my own transportation at no cost to Warren County. The only cost the county will incur is the cost of the seminar \$174.00

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

Room rate \$ _____ GSA* Rate \$ _____

Meal costs - GSA*per diem rate \$ _____

*www.gsa.gov

Date: 6/12/08 _____

Department Head Signature

Date: _____

Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

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2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
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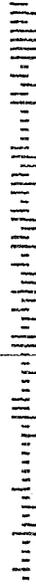
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WARRENSBURG NY 12885-4881

Coming to our Senses

Psychic Events

in the Lives of
Clinicians and Clients

Explore ESP, apparitions, telepathy,
precognition and death sense and hear
about the experiences of renowned
professionals including
Elisabeth Kubler-Ross and Jane Goodall.

ALBANY, NY
July 23, 2008
SYRACUSE, NY
July 24, 2008
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July 25, 2008

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Employer Name _____

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City _____ County _____

State _____ Zip _____

Home/Cell Ph () _____

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Please note: Confirmation/receipts are sent only via e-mail.

Check location: (make copy of locations)

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 Albany Marriott
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 Renaissance Syracuse Marriott
 701 E Genesee • 13210
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TUITION WITH SEMINAR MANUAL

\$174 choose one of the options below:
 register online (www.pesi.com) - **OR**
 per person for 2 or more preregistering together - **OR**
 single registration postmarked three weeks prior to seminar date

\$179 standard
 \$19.95 *Cultivating Lasting Happiness: A 7-Step Guide to Mindfulness*
 (distributed at seminar - saves you shipping cost!)

Indicate method of payment:

ALL REGISTRATIONS MUST BE PREPAID.
 Purchase orders welcome (attach copy).

Check enclosed payable to PESI, LLC
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 (*American Express: 4-digit # above account # on face of card)

Walk-ins are welcome but admission cannot be guaranteed. Call M-F 7:00-5:00 Central Time for space availability if registering within one week of seminar.

Tuition Options:

\$60 Tuition: If you are interested in being our registration coordinator for the day, go to: www.pesi.com/coord for availability and job description, or call our Customer Service Dept. at 800-844-8260.

Groups of 5 or more
 Call 800-844-8260 for discounts

Call us early with your ADA needs.

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CANNOT ATTEND THE SEMINAR?
 See below for online/in-store purchase orders

_____ *Cultivating Lasting Happiness: A 7-Step Guide to Mindfulness** \$19.95 (SAM012530)

Product total \$ _____	*Shipping _____
*Shipping is \$6.95 first item + \$2.00 each add'l item.	Subtotal _____
**NY residents add applicable state and local taxes.	**Tax _____
	TOTAL _____

Objectives

- 1 Identify and categorize ESP events.
- 2 Understand what psychics and mediums do and the impact on the client.
- 3 Respond appropriately to psychic events and to resistance to ESP.
- 4 Utilize psychic events as a tool in end-of-life care and griefwork.
- 5 Increase the frequency of your own ESP experiences.
- 6 Understand the relationship between psychic events and spirituality.

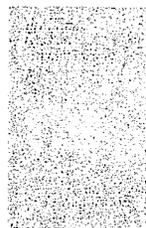
Free Seminar Manual

Beth has prepared a bound manual specifically for this program to serve as an excellent reference source both during and after the seminar.

Hassle-Free Cancellation Policy:

If you contact us before the seminar date, you can exchange for a certificate to attend another PESI seminar, or receive a tuition refund less a \$30 cancel fee. Substitutions are permitted at any time.

Include this book with your seminar registration and save!



Cultivating Lasting Happiness: A 7-Step Guide to Mindfulness

By Terry Fralich

In a recent national survey, more than 41% of psychotherapists said that they use mindfulness in their practice. Yet, "mindfulness" has become such a large

umbrella term that it is not meaningful without a detailed explanation of its many aspects and techniques.

PESI presenter, educator and clinician Terry Fralich offers readers a practical, step-by-step approach to understanding mindfulness. With his personal and engaging style, Terry presents a comprehensive and well-organized set of techniques so that clinicians can effectively integrate mindfulness into their own lives as well as utilize mindfulness approaches with their clients.

For anyone who has attended Terry's workshops, his book provides the perfect opportunity to explore his training topics more deeply. The easily-accessed material will enable clinicians to refine their use of "the seven steps to mindfulness" and to bring the inspiration of mindfulness more fully into their professional and personal lives. User-friendly features include illustrative case examples, practice exercises and resource listings.

CREDIT INFORMATION:

Addiction Counselors: PESI, LLC is a Provider approved by NAADAC Approved Education Provider Program. Provider #: 366. This course qualifies for 7.5 contact hours. Full attendance is required. Partial credit will not be issued for partial attendance.

Nurses/Nurse Practitioners/Clinical Nurse Specialists: PESI, LLC is accredited as a provider of continuing nursing education by the American Nurses Credentialing Center's Commission on Accreditation.

Nurses in full attendance will earn 6.3 contact hours. No partial contact hours will be issued for partial attendance.

Iowa Nurses: PESI, LLC, is an approved provider by the Iowa Board of Nursing. Provider #: 346. Full Attendance at this course qualifies for 6.3 contact hours. Full attendance is required. No partial contact hours will be issued for partial attendance.

Case Managers: This course has been awarded 6.0 clock hours by the Commission for Case Manager Certification. Full attendance is required.

Counselors: PESI, LLC is recognized by the National Board for Certified Counselors to offer continuing education for National Certified Counselors. Provider #: 5896. We adhere to NBCC Continuing Education Guidelines. This course qualifies for 6.25 contact hours.

Pennsylvania Social Workers, Marriage and Family Therapists and Professional Counselors: The Pennsylvania State Board of Social Workers, Marriage and Family Therapists and Professional Counselors will recognize and accept continuing education programs that are sponsored by providers approved by the APA, NBCC and the ASWB. This course will qualify for 6.0 credits.

Vermont Social Workers: PESI, 1030, is approved as a provider for social work continuing education by the Association of Social Work Boards (ASWB), (1-800-225-6880) through the Approved Continuing Education (ACE) program. PESI maintains responsibility for the program. Licensed Social Workers should contact their individual state boards to review continuing education requirements for licensure renewal. The Vermont Social Worker Board recognizes courses and providers that are approved through the ACE program by the ASWB. Vermont Social Workers will receive 6.25 continuing education clock hours in participating in this course.

Vermont Marriage and Family Therapists: PESI, LLC is recognized by the National Board for Certified Counselors to offer continuing education for National Certified Counselors. Provider #: 5896. The Vermont Board of Allied Mental Health Practitioners recognizes courses and providers that are approved through the National Board for Certified Counselors. Vermont Marriage and Family Therapists will receive 6.25 continuing education hours for full attendance at this course.

New York: Addiction Professionals: This course has been approved by OASAS for 6.25 clock hours toward Renewal for CASAC, CPP or CPS. Board required certificates will be mailed after the program.

New York Social Workers: PESI, LLC, 1030, is approved as a provider for social work continuing education by the Association of Social Work Boards (ASWB), (1-800-225-6880) through the Approved Continuing Education (ACE) program. PESI, LLC maintains responsibility for the program. Licensed Social Workers should contact their individual state boards to review continuing education requirements for licensure renewal. The New York State Board for Social Work Examiners does not mandate continuing education credit. This course qualifies for 6.25 clock hours based on 380 instructional minutes.

Massachusetts Social Workers: This program has been approved for 6 Category I Continuing Education hours for relicensure, in accordance with 258 CMR. Collaborative at NASW and the Boston College and Simmons College Schools of Social Work. Authorization Number D39619-4. You must attend at least 80% of the seminar to receive a certificate of attendance.

Massachusetts Marriage and Family Therapists: This course has been submitted for review for continuing education approval. Credit is pending.

Connecticut Social Workers: PESI, LLC, 1030, is approved as a provider for social work continuing education by the Association of Social Work Boards (ASWB), (1-800-225-6880) through the Approved Continuing Education (ACE) program. PESI, LLC maintains responsibility for the program. Licensed Social Workers should contact their individual state boards to review continuing education requirements for licensure renewal. The Connecticut Department of Public Health and Social Work Regulation recognizes courses and providers that are approved through the ACE program by the ASWB. Connecticut Social Workers will receive 6.25 continuing education clock hours in participating in this course.

Connecticut Marital & Family Therapists: The Connecticut Department of Public Health, Marital & Family Therapist Licensing does not preapprove courses or providers. The Connecticut Department of Public Health, Marital & Family Therapist Licensing recognizes courses and providers that are approved through the National Board for Certified Counselors. Connecticut Marriage and Family Therapists will receive 6.25 continuing education credit for full attendance at this course.

Connecticut Addiction Counselors: This course has been submitted to the Connecticut Certification Board for review.

Seminar Planning Committee Relevant Content Expertise - Beth Wechsler, MSW; Target Audience - Cathy Moonshine, PhD, MAC, CADC III, Jill McCarthy, MSW, LCSW; Senior Activity Planner - Michael Olson, MS; Nurse Planners - Julie Conner, RN, MSN, Jeanne Green, RN, BC, MSN

If your profession is not listed, please contact your board to determine your continuing education requirements and check for reciprocal approval. Many boards will approve this seminar based on other board approvals shown here. PESI, LLC provides all attendees with documentation of attendance.

Outline

What is Extrasensory Perception (ESP)?

RECOGNIZING: Telepathy, Clairvoyance, Precognition, Apparitions, Synchronicity, Out of Body and Near Death Experiences

THE SCIENCE OF PARAPSYCHOLOGY: History and research findings. Skepticism

CREDIBILITY of ESP: Sigmund Freud, Carl Jung, Albert Einstein (Time/Space, Quantum Physics), Thomas Edison, William James, Jane Goodall, Elisabeth Kubler-Ross

THE STORIES: Psychic events in the lives of clinicians

ESP and Medicine:

PAST, PRESENT and FUTURE. who goes to them?

MEDICAL INTUITIVES

CONSCIOUSNESS: The Next Frontier Is the mind non-local?

Seminar Schedule:

7:30 a.m. Registration/Continental Breakfast

8:00 a.m. Program begins

11:50 a.m. - 1:00 p.m. Lunch (*on your own*)

4:00 p.m. Program ends

For locations and maps, go to www.pesi.com, find your event, and click on the seminar title.

ESP and the Public:

SURVEYS: Frequency of ESP experiences, issues in mental health

PSYCHIC AND MEDIUMS: Who are they, what do they do, and who goes to see them? Mediums as Grief Counselors
Recognizing Shams, Scams and "The Real Deal." Dependency/Addiction issues

Coming to our Senses:

HEIGHTENING PSYCHIC ABILITY
Mental Health issues

EXPERIENTIAL: Telepathy (The Mental Radio experiment) and Psychometry

Psychic Events and End of Life Care

The effect of the apparition experience on dying patients and family members

How near death experiences effect the dying

The work of Dr. Elisabeth Kubler Ross

Psychic Events and Spirituality

Trends and transitions in healthcare

Incorporating spirituality in the clinical role

Peer Review: This seminar has been reviewed by the following professionals for quality assurance.

Cathy Monahan, PhD, MAC, CADC III
CATHY MONAHAN, PHD, MAC, CADC III
Jill McCarthy, MSW, LCSW
JILL MCCARTHY, MSW, LCSW

Speaker

BETH WECHSLER, MSW is a Licensed Independent Clinical Social Worker. For thirty years, she kept a wall between her professional life as a psychotherapist and her study of parapsychology. In 2003, a physician's story sparked her interest in psychic events in the lives of clinicians and in their reactions to these events, and she began interviewing clinicians and collecting stories.

She has been on the faculty of SEAK, Inc. writing seminars for many years and she has been published in *Yankee Magazine*, *Women's Day*, *eBay Magazine*, *Writer's Digest*, and the *Boston Globe*. She has presented at the Harvard Graduate School of Education, for the National Association of Social Workers, the National Conference on the Adolescent, and the Massachusetts School Counselors Association.

Beth is a graduate of Smith College School for Social Work and holds the Certified Advanced Social Work Case Manager (C-ASWCM) credential and is a member of the National Association of Professional Geriatric Care Managers.

Psychic Events

In the Lives of Clinicians and Clients

Parapsychology was accepted as a science by the prestigious American Association for the Advancement of Science (AAAS) in 1968. Almost forty years later, there are few seminars available about ESP for medical and mental health professionals. Fear and skepticism (due to lack of information) cause many to avoid talking about psychic experiences. "You'll probably think I'm crazy but..." clients often say, before describing an event. By avoiding talking about ESP, clinicians preclude an important opportunity to support patients and their families at critical times.

This is NOT a "sit and listen to hours of lecture" program. Beth Wechsler, MSW, shares more than a dozen dramatic ESP stories, reported by renowned professionals including Elisabeth Kubler-Ross, Larry Dossey, Melvin Morse, Rachel Naomi Remen, Richard Selzer, Judith Orloff, Andrija Puharich, Jane Goodall, Ian Stevenson, Gary Schwartz and Pim van Lommel.

Attend this seminar and learn to recognize and categorize psychic (ESP) events - precognition, telepathy, clairvoyance, death sense, apparitions, synchronicity, out-of-body (OBE) and near-death experiences (NDE)

- * Understand the relationship between ESP and healthcare: past, present and future
- * Differentiate mental health and mental illness as it pertains to ESP
- * Learn the role of psychic phenomena in end-of-life care and grief work
- * Be able to support and educate patients who have ESP experiences
- * Recognize and increase your own ESP events and use all six of your senses
- * Understand the relationship between psychic events and spirituality.

The nation's top speakers and authors contact PESI first. If you are interested in becoming a PESI speaker or have a new topic idea, please contact Mike Olson at mike@pesi.com or call 715-855-8130.

Coming to our Senses

Psychic Events

in the Lives of
Clinicians and Clients

*A dying client talks to
her long-deceased father.*

*A widow tells
you that her husband
stood at the foot of
her bed.*

*A mother knew
that her son was in
danger and made it
to him in time.*

*A hospital nurse dreams that
a child drowns in a pink and blue bath tub
and is admitted through the lobby. It
happens the next day.*

Explore ESP, apparitions,
telepathy, precognition and
death sense and hear about
the experiences of renowned
professionals including
Elisabeth Kubler-Ross and
Jane Goodall.

ALBANY, NY
Wednesday, July 23, 2008
SYRACUSE, NY
Thursday, July 24, 2008
BUFFALO, NY
Friday, July 25, 2008

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SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (needs Supervisory Committee authorization)
- Out-Of State (needs Board resolution)

The Health Services Committee hereby authorizes Brenda Brown-Hayes

(Supervisory Committee) (Employee Name)

to attend Challenging Geriatric Behaviors

(Name of meeting or organization)

at Albany Marriott, 189 Wolf RD, Albany , NY

(Address)

on August 19, 2008 . Mode of transportation to be used Own vehicle

(Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is **not** a county vehicle or mass transportation, please explain:

I will provide my own transportation at no cost to Warren County. The only cost the county will incur is the cost of the seminar \$164.00

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

Room rate \$ _____ GSA* Rate \$ _____

Meal costs - GSA*per diem rate \$ _____

*www.gsa.gov

Date: 6/12/08 _____

Department Head Signature

Date: _____

Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

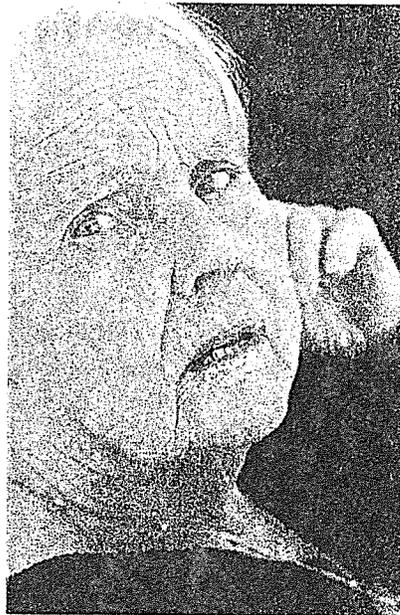
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Challenging Geriatric Behaviors

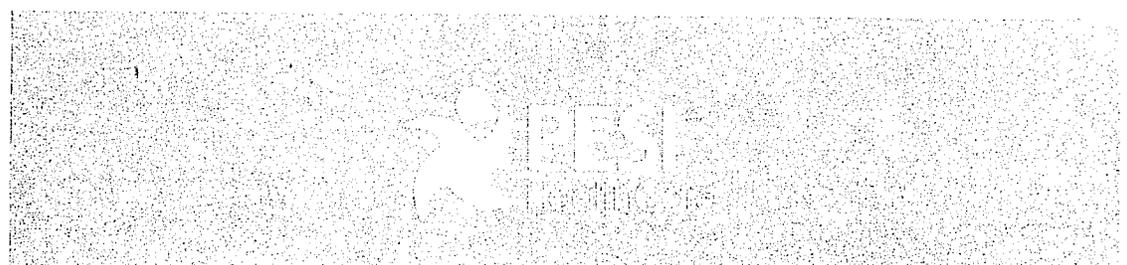


- Three A's of Dementia: Anxiety, Agitation, Aggression
- Safe Responses to Aggressive Behaviors
- Depression
- Approaches for Successful Activities of Daily Living
- Dining with Dignity
- Person-Centered Care

Albany, NY
Tuesday
August 19, 2008

Syracuse, NY
Wednesday
August 20, 2008

Cheektowick, NY
Thursday
August 21, 2008



This seminar will offer you new insights into the care of the geriatric patient with challenging behaviors. The tips, techniques and real-life solutions that Randy Griffin, RN, MS, HNC, will provide you with during this lively and entertaining seminar will prove to be very helpful to your daily practice. Behavior problems can truly put the caregiver's patience to the test, yet your response to each particular situation is crucial. The most frequent and important topics related to geriatric behaviors will be delved into during this seminar day.

- Three A's of Dementia: Anxiety, agitation, aggression
- Safe responses to aggressive behaviors
- Five reasons that patients act out
- Depression
- Approaches for successful activities of daily living
- Dining with dignity
- Habilitation therapy strategies
- Person-centered care vs. task-centered care
- Walking instead of wandering
- Inappropriate sexual behaviors
- Non-pharmacological responses to pain management
- How a life style approach to care can preserve dignity

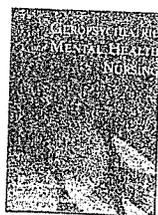
Randy's approach is to treat the "whole person" not just the symptom. Her passion is to educate and support the development of 'full circle' healing for caregivers, patients and their families. The day will be fun, fast paced and full of energy. You will be able to use the information from this seminar the next day at work. Please join us for this valuable seminar.

Randy has prepared extensive written materials bound specifically for this seminar. This manual will prove to be an excellent guide during the seminar and a valuable reference afterward.

Geropsychiatric and Mental Health Nursing

By Karen Devereaux Melillo, PhD, APRN, BC, AANP and Susan Crocker Houde, PhD, APRN, BC

Copyright 2005 • 399 pages



Geropsychiatric and Mental Health Nursing addresses the knowledge and skills necessary in the assessment and nursing care of older adults who are experiencing common mental health and psychiatric problems of late life. The text covers assessment, diagnosis, psychopharmacology, and behavioral management strategies in nursing care of older adults, as well as incorporating social, cultural, and policy issues in mental health care, applying theory to practice, and utilization of research.

Challenging Behaviors

- Challenging for whom?
- Causes of difficult behavior
 - Environmental
 - Social
 - Medical
- Communicate unmet needs
- The missing link

Is It Dementia?

- Sign and symptoms
- Early detection and assessment for proper diagnosis
- Home care vs institutional care

Alzheimer's Disease

- Three areas of impairment that point to Alzheimer's Disease
- Habilitation therapy strategies
 - Help them to function at their highest level
 - Environmental impacts
 - Adapt the environment and staff training
- Validation Therapy
 - Ask who, what, when, where, and why questions
 - Be in their time zone/walk beside the person
- Approaches for successful activities of daily living
 - Bathing
 - Dressing
 - Mouth care
 - Eating
 - Toileting
 - Walking
- Non-pharmacological approaches to sleep disturbances
- Walking not wandering
- Find a purpose through meaningful activities

The Cycle of Anxious Behavior

- The 3 A's: Anxiety, Agitation, Aggression
- Environmental factors
- Appropriate staff response
- Physical and emotional illness

Safe Responses to Aggressive Behaviors

- Grabbing
- Pulling
- Biting
- Scratching
- Hair pulling
- Bending fingers
- Safety for patient and staff
- Respond with knowledge not fear

Pain Intervention

- Understanding the types of pain
- Observation skills when patients can verbalize
- Non-pharmacological responses to pain

The Dining Dilemma

- Why patient's refuse to eat
- Dining with dignity
- Appetite and the senses
- Appropriate foods for different stages of dementia
- Assisting with utensils or creative finger foods
- Dysphagia and puree creativity
- Independent vs dependent dining
- Culinary creativity for successful intake

Person-Centered Care

- Looking at the person not the disease
- Integrative approach to care planning
 - Communicate a sense of worth in every individual
 - Make physical care as pleasant as possible
- Family as an integral part of care
 - Help families formulate strategies
 - make visiting a positive experience
 - Stress reduction, complimentary therapy
 - Bring family and staff together as unit of support

Depression

- Importance of differential diagnosis
- Is it dementia or depression
- Use primary care physician, geriatric or psychiatrist

Medications

- Contraindications for dementia

Sexual Behaviors

- Sexual feelings and behaviors remain constant
- Teaching staff how to handle intimacy with respect

**The nation's top healthcare speakers
contact PESI HealthCare first!**

If you are interested in becoming a PESI HealthCare speaker or have a suggestion for a new topic, please contact Jeanine Rossow at jrossow@pesihealthcare.com or call (800) 843-7763.

1. Identify environmental factors that contribute to challenging behaviors.
 2. Illustrate the physical releases that are safe practices for staff and patients when aggressive behaviors begin.
 3. Identify the escalation path and appropriate responses along the way.
 4. Utilize habilitation therapy to help your patient's function at their highest level.
-
5. Describe the effect of proxemics, supportive stance and personal space when agitation and anxiety increase.
 6. Integrate ways that you can re-connect with patients in your care.
 7. Summarize the action-reaction approach to behaviors.
 8. Specify the effects of pain in the daily care of patients.
 9. Describe non-pharmacological approaches to pain management.
 10. Describe how validation therapy can work successfully for patients, staff and their families.
 11. Describe how a life style approach to care can preserve dignity.

Nurses/Nurse Practitioners/Clinical Nurse Specialists: PESI, LLC is accredited as a provider of continuing nursing education by the American Nurses Credentialing Center's Commission on Accreditation.



Nurses in full attendance will earn 6.3 contact hours. No partial contact hours will be issued for partial attendance.

IA Nurses: PESI, LLC, is an approved provider by the Iowa Board of Nursing. Provider #: 346. Full Attendance at this course qualifies for 6.3 contact hours. Full attendance is required. No partial contact hours will be issued for partial attendance.

Nursing Home Administrators: This educational offering has been reviewed by the National Continuing Education Review Service (NCERS) of the National Association of Boards of Examiners for Nursing Home Administrators (NAB) and approved for 6 clock hours and 6 participant hours. Program Approval Number: 1442008-26592-6.

Occupational Therapists & Occupational Therapy Assistants:

PESI, LLC is an AOTA Approved Provider of continuing education. Provider #:



6005. Full attendance at this course qualifies for 6.0 contact hours or .6 CEUs. You will be required to sign a morning and afternoon attendance list and complete the program evaluation/post-test. Partial credit will be issued for partial attendance. The assignment of AOTA CEUs does not imply endorsement of specific course content, products, or clinical procedures by AOTA.

New York Social Workers: PESI, LLC, 1030, is approved as a provider for social work continuing education by the Association of Social Work Boards (ASWB), (1-800-225-6880) through the Approved Continuing Education (ACE) program. PESI, LLC maintains responsibility for the program. Licensed Social Workers should contact their individual state boards to review continuing education requirements for licensure renewal. The New York State Board for Social Work Examiners does not mandate continuing education credit. This course qualifies for 6.25 clock hours based on 380 instructional minutes.

If your profession is not listed, please contact your board to determine your continuing education requirements and check for reciprocal approval. Many boards will approve this seminar based on other board approvals shown here. PESI, LLC provides all attendees with documentation of attendance.

Self-Study Package: If your schedule will not allow you to attend the seminar, you can purchase a self-study package on the topic. You will receive a high-quality CD, written materials and post test. (CE available for an additional fee.) Check with your licensing board to see if self-study credits may be earned. Order by using the form on this brochure or call 800-843-7763.

Cancellation Policy: If you contact us before the seminar date, you can exchange for a self-study package on the subject, a certificate to attend another PESI HealthCare seminar, or receive a tuition refund less a \$30 cancel fee. Substitutions are permitted at any time.

Check out our on-site staff training opportunities!

Let PESI HealthCare bring cost-effective professional training to your workplace, for your staff, at your convenience.

We'll do the work and you'll get the praise!

Sponsor

Randy Griffin, RN, MS, HNC, has over 30 years of experience as a nurse. She began her career in a pediatric intensive care department and then worked at the first free-standing Hospice unit in the country. For the last 15 years, Randy has been instrumental in developing the first 120-bed free-standing Alzheimer's Center in CT. The Center was built knowing that the environmental design could help a person with Alzheimer's disease and related dementias. It has been the model for other facilities in the country. As the Director of Education Training and Research, she developed and implemented all the education curricula for nursing staff, volunteers and families and worked hands on with the residents, staff and their families.

An experienced health care facility director, Randy Griffin is a respected administrator, an innovative program developer, and a committed researcher, educator and lecturer. Consistently on the leading edge of health care practices, Randy's programs and models have set new standards in Hospice care and patients with Alzheimer's (and related dementias), their families, and caregivers.

Recognized as an international expert in nursing, dietetics, hospice and in-home palliative care, Randy has presented her work at numerous international conferences (The World Congress on the Care of the Terminally Ill) and also provides training and consulting services to organizations such as the Yale School of Medicine, the University of Connecticut, the Alzheimer's Association and the Alzheimer's Resource Center. A Certified Holistic Nurse, Randy's approach is to treat the 'whole person', not the symptom. Her passion is to educate and support the development of 'full circle' healing for health care providers, patients, and their families.

Seminar Registration Information

Four Ways to Register:

- **On-Line** www.pesihealthcare.com
- **Mail** the form with payment.
- **Phone** 800-843-7763 Have credit card available.
- **Fax** form with credit card information to 800-675-5026

Call 800-843-7763, M-F 7-5 central time, if registering within one week of seminar, for space availability. Walk-ins are welcome but admission cannot be guaranteed.

Locations:

Albany, NY August 19, 2006
Albany Marriott
189 Wolf Rd. • (518) 458-8444

Syracuse, NY August 20, 2006
Sheraton University Hotel & Conf. Center
801 University Ave. • (315) 475-3000

Cheektowaga, NY August 21, 2006
Millennium Airport Hotel Buffalo
2040 Walden Ave. • (716) 681-2400

Seminar Schedule:

- 7:30 Check-in/continental breakfast
- 8:00 Program begins
- 11:50-1:00 Lunch *on your own*
- 4:00 Program ends

Questions? Call 800-843-7763 or e-mail us at:

info@pesihealthcare.com

Seminar Options

Includes manual and refreshments. All registrations must be prepaid. Purchase orders welcome (attach copy).

• \$164 – choose *one* of the options below:

- register online (www.pesihealthcare.com) - OR
- per person for 2 or more preregistering together - OR
- single registration postmarked three weeks prior to seminar date

• \$169 standard seminar tuition

• \$67.95 *Geropsychiatric and Mental Health Nursing* book (distributed at seminar - saves you shipping costs!)

Registration coordinator – \$30 tuition

Visit www.pesihealthcare.com/coord or call

800-843-7763 for description and availability.

Nurses, call us to learn how you can be a registration coordinator and earn contact hours.

The following individuals contributed to the planning of this educational event:

Content Expertise

Randy Griffin, RN, MS, HNC

Activity Planner

Jeanine Rossow, MS

Nurse Planner

Melissa Mitra, MSN, RN

Target Audience Consultants

Jill McCarthy, MSW, LCSW

Sara Simola, CTM, CMT

EP #: Check location:
 Albany, NY, August 19, 2008 36732ABY
 Syracuse, NY, August 20, 2008 36732SYR
 Cheektowaga, NY, August 21, 2008 36732CHK

Other Options:

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- single registration postmarked three weeks prior to seminar date

\$169 standard seminar tuition

\$67.95 Geropsychiatric and Mental Health nursing book (distributed at seminar - saves on shipping costs!)

Registration coordinator - \$30 - see inside for info.

DO NOT ATTEND THE SEMINAR?

If you are unable to attend the Challenging Geriatric Behaviors Self-Study Package and Geropsychiatric and Mental Health Nursing book can also be purchased separately. Check the items below to order.

Self-Study Package \$129 KIT011095
 Geropsychiatric and Mental Health Nursing book* \$67.95 (SAM011595)

Product total \$	_____
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**Tax	_____
TOTAL	_____

*Shipping is \$6.95 first item + \$1.00 each additional item.
 **Residents add applicable state and local taxes.

CHALLENGING GERIATRIC BEHAVIORS

STEP #2: Please complete entire form (to notify you of seminar changes): please print, staple duplicate forms.

VIP# _____ (above name on address panel below)
 [Entering your VIP Code also enters your name into a monthly drawing for free seminar passes!]

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Employer Accounts Payable E-mail _____

Employer Address _____

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City _____ County _____

State _____ Zip _____

Home/Cell Ph () _____

Dept. Ph () _____

E-mail address _____

For your convenience, a confirmation/receipt will be sent via e-mail.



Call us early with your ADA needs.

PLEASE INCLUDE ADDRESS INFORMATION BELOW, EVEN IF INDICATED

STEP #3: ALL REGISTRATIONS MUST BE PREPAID. Purchase orders welcome (attach copy). Registering by mail: indicate method of payment

- Check enclosed payable to PESI HEALTHCARE
- MC 16 digits VISA 13-16 digits AE 15 digits Discover Novus 16 digits

Card # _____

Card Exp. _____

Signature _____

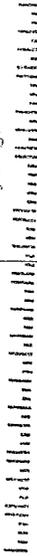
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BY MAIL: 800-375-8065 with credit card payment.
 BY PHONE: 800-375-8065 M-F, 7 am-5 pm, CT
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 ONLINE: www.pesihealthcare.com

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HOUSE ARMED SERVICES COMMITTEE
HOUSE COMMITTEE ON AGRICULTURE



Congress of the United States
House of Representatives
Washington, DC 20515-3220

April 1, 2008

Mr. Hal Payne
353 Schroon River Rd.
Warrensburg, NY 12885

Dear Mr. Payne,

As you know, I want to work closely with you to best serve our community. With that goal in mind, we have just completed submitting projects for funding in the FY2009 appropriations cycle. I want to thank you for sending in an appropriation request. Our office received over 250 appropriation applications and each received careful consideration.

Unfortunately, we received many requests that we were unable to submit. I was informed by the Appropriations Committee that only a limited number of projects per bill would be reviewed this year.

I was unable to submit the following project:

- \$35,000 for the Countryside Adult Home Emergency Generator Project

While I was unable to submit this project for FY09 appropriations funding, I am committed to helping create federal investment in our community. I have forwarded your funding request to both of our Senators and the Governor's staff to make them aware of this funding need.

A second avenue for funding is the grant application process. Not all projects have a grant program that can fund them, but my office will identify whatever alternative funding opportunities are available. Ben Rosenbaum will be your grants liaison for the project listed above and can be reached at (202)-225-5614. Please refer to the link for "Grants Central" under Constituent Services on my Congressional website located at <http://gillibrand.house.gov/> for information about federal grants and other funding opportunities. In addition, if appropriate, I will also advocate for funding at the state level. Lastly, if you do not receive an earmark in FY2009 or a grant in the next year, I strongly urge you to reapply for appropriations in FY2010.

If you have any additional questions, please contact my Regional Representative, Lisa Manzi at 518-743-0964 or email her at Lisa.Manzi@mail.house.gov.

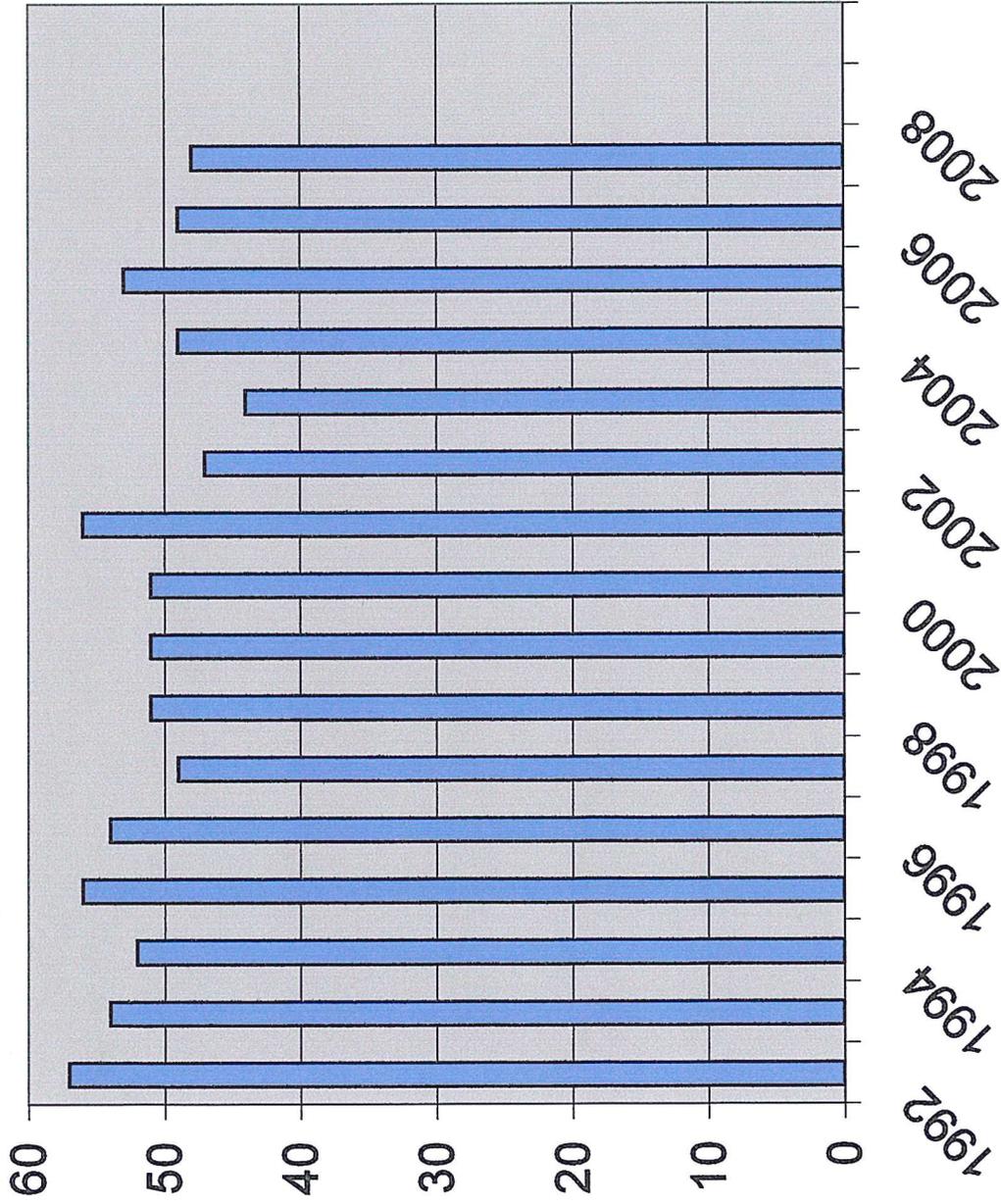
Once again, thank you for your request and for keeping me informed of your needs and priorities. I look forward to continuing to work together to strengthen our communities and our district.

Sincerely,

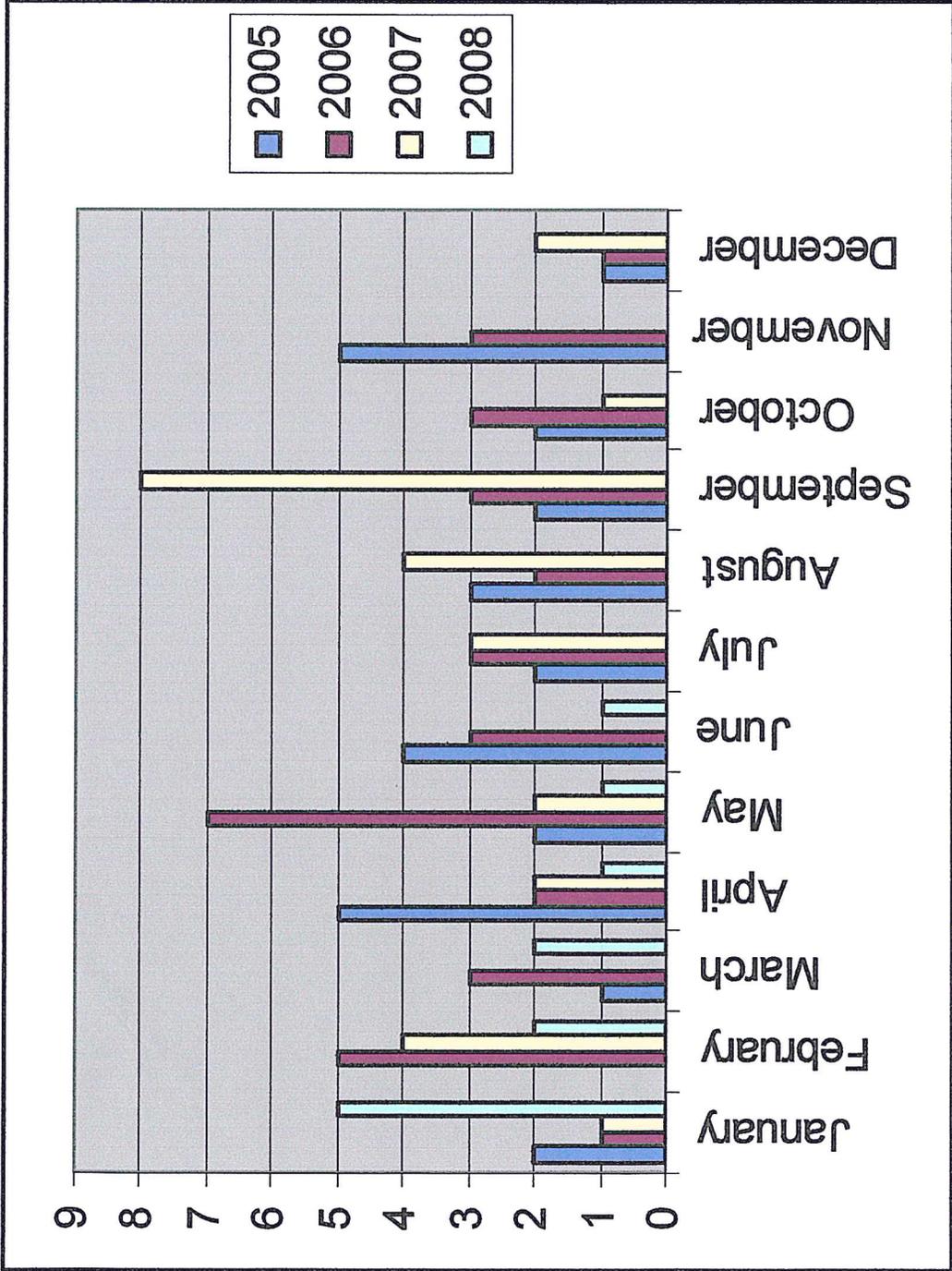
A handwritten signature in black ink that reads "Kirsten E. Gillibrand".

Kirsten Gillibrand
Member of Congress

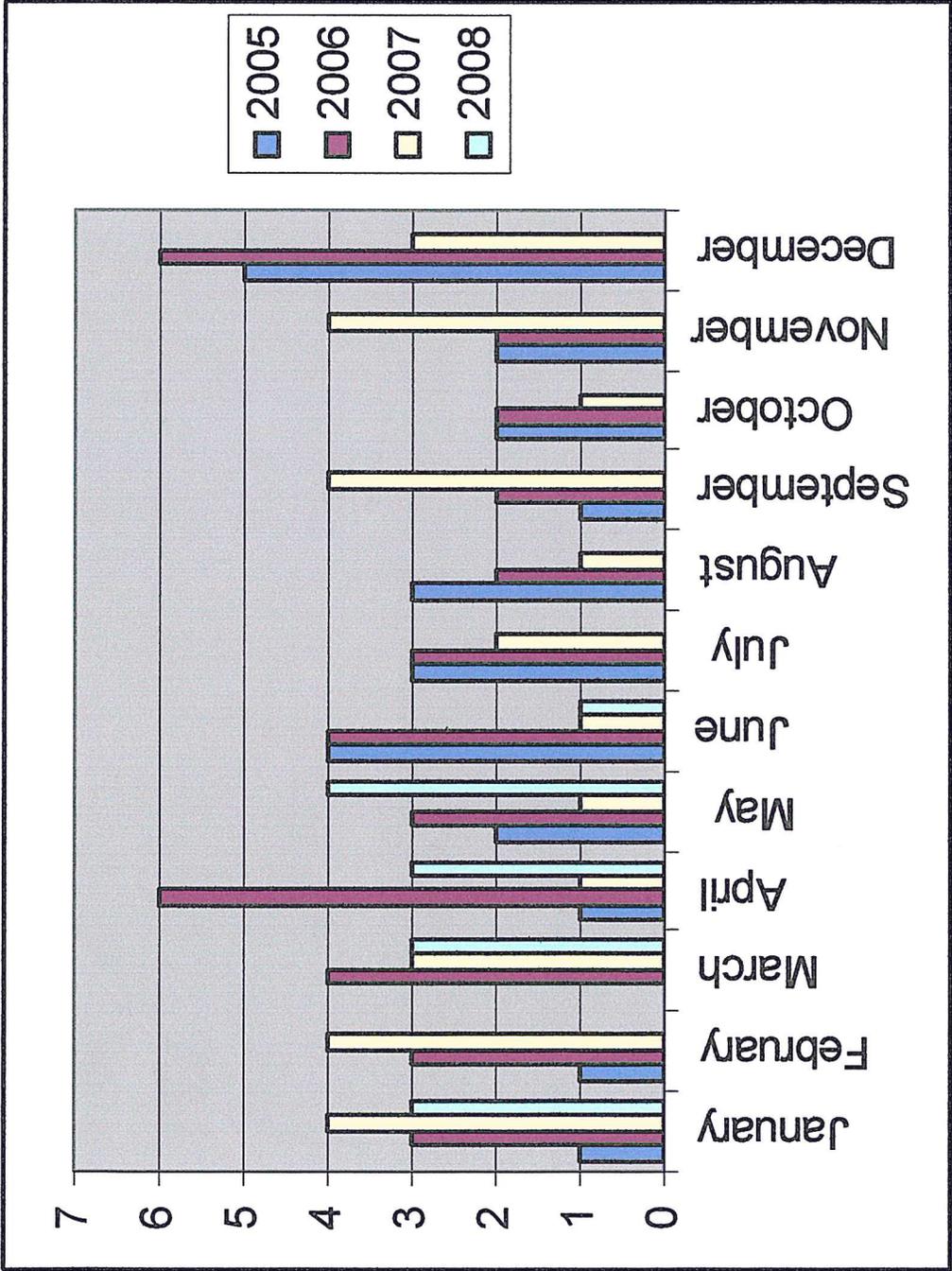
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