

Warren County Health Services Committee
Countryside Adult Home
Meeting Agenda
December 05, 2008 (November's Meeting)

Pending Item:

Discussion between Hal Payne and representatives from Countryside Adult Home, Westmount Health Facility and the Public Safety Building to determine specifications for bid on a company to maintain fire extinguishing systems as well as to determine which contracts could be combined so that one company provides the same service for each of the buildings – we have not met again however I checked with Saunders and they indicated the cost would not be big enough for them to enter a contract at this time however they did say they are expanding in the future to do complete service such as what we currently get from Mahoney. I also spoke with a representative from Mahoney who stated they did not do Ancel systems and they do not inspect the K – rated (kitchen) fire extinguishers which is apparently what we are supposed to have in the kitchen, Saunders does inspect these. I do not currently have a K-rated fire extinguisher and I've been told they are upwards of \$200.00.

New Business:

Request Approval:

To authorize Deb Peters and myself to take the New York State Notary exam in January, cost \$15.00 exam fee and then we need approval to get the certification which is another \$60.00 each.

Rationale:

We received approval in October to take the course however we were not aware of the fees for the exam and the certification until we were at the course We would be wasting the moneys already put out if we did not complete the process. We want to wait until January because of time constraints; they only do the testing on Wednesdays. Reminder, Social Service actually recommended that we have some one here that can do this for us that's why we went in the first place.

Request for Resolution:

To discontinue psychological services from CHE Senior Psychological services.

Rationale:

Dr. Mace has not shown up in over a year he used to call us to see if we needed anything but he stopped doing that and he never followed up with anyone after he saw them the first time. We are now having services provided by Dr. Shannon Gould from ANA Psychological Associates.

Request for a resolution to transfer funds:

We need to transfer monies from Part Time Salaries and Part Time Overtime into Salaries – Overtime and Salaries Regular. (Please see Resolution request form # 10 attached) \$3,000.00 from code A6030130 to A6030120 and \$8,000.00 from A6030130 to A6030110.

Rational: Part Time salaries are still coming out of regular salaries not the account set up for Part-time.

Request for a resolution to amend County Budget:

Purpose of amendment is to increase appropriation and revenue. (See attached Resolution request form # 7:

Appropriations: Salaries \$70,000.00
Social Security \$5,000.00
Medicare Contributions \$2,000.00
Hospitalization \$21,000.00

Revenue Increase:

Adult Care Priv. Fac. \$49,000.00
Local Share \$49,000.00

Rational:

We need to make payroll for December, we estimate our payroll to cost an average of about \$69,000.00 and we have a holiday in December as well. We also have to have monies for the Social Security, Medicare, and Hospitalization as listed above.

Discussion: Bobby Morehouse left in Feb. But he was on the payroll after his 1 month suspension until the matter was clear which was not until April. There was a change in hospitalization at that time because his wife now picked up the hospitalization.

We had 1 person retire with 1192 hours of accumulated sick time.

We had 1 girl out from July to the second week in September.

We had one out for 8 weeks in January or Feb. for foot sugary.

We had a staff member on restricted duty (I had to find her a place so we would not pay her to sit home during a disciplinary hearing) We still had to cover her for several months.

Holidays cost us a fortune even with minimal staffing

As with the past 3 years we have discussed numerous times the use of per diem staff, these staff members are not budgeted anywhere and we have the same problem every year. We also discussed using my per diem as my week end staff and the committee agreed that they did not want me to use alternating schedules for my full time people where they would need to alternate weekends ect. I have downsized in the per diem staff. We had 5 per diem slots at one time we are down to 2 and we stretch them out. They cover time off, weekends, some holidays. They cover personal care, medications, transportation, activities and kitchen and some clerical.

The budget has full and part time salaries listed but there is not time / budget amount to cover when these people are out. We can't just close our doors because people go on vacation or there is a holiday and if someone calls in sick we have to cover their responsibilities. (I have attached a copy of our schedule just for the month for you to get an idea on what we are talking about. These a subject to change because I still have several people who have not used their time and we will get it in before the end of the year.

We do run on minimum staff on weekends and holidays and things don't all get done but I will not run a facility with short comes on a regular basis. I pride myself and

my workers for keeping the facility clean, basically odor free and feeling as much like a home as we can within our regulations and financial abilities. Countryside Adult Home will never be an embarrassment to the county or the board members for the way we take care of our residents or the overall appearance or feel of the facility.

We have dropped 3 per diem positions I am using just 2 but those 2 cover for every one. One of them works about 4 hours 3-4 days a week to do showers and make beds and she works at least one day on the weekend. The other works any where from 8hrs. to 40 hours because she can work any shift, any department and she drives.

I still maintain my position regarding paid lunches and hope that at some point the board will consider that expense when negotiating the Union Contracts.

I have cut a labor position and the 3 per diem positions.

The per diem need to be figured in or we need to reclassify them to part-time however part time are entitled to vacation time, sick leave, personal time which in my opinion only adds fuel to the fire. As a per diem the only benefit time they get is holiday pay "if they work it".

Other issue : The out of committee request to attend a seminar for Dee Park; she was not able to go because they informed us it would be about \$2,000.00 and we do not have it in our budget at this time. Question can we use this request for a later time if we can make a change to anything? Kathy was trying to work on some options to not have such a fee and we may need to be creative but will I need to start the process all over?

UPDATED INFO:

We have installed sensors on our hot water lines for domestic use (this is the area we were cited for from DOH) a reading is taken automatically every 5 min. and it registers on the computer. We can generate reports on demand or have them generated to print daily, weekly or monthly. WE are continuing to monitor the temperatures manually as well for a month as a QA to make sure everything is working as we expect then we will check them monthly as a continued QA.

The 10 new closets we ordered last spring have been installed and they look great.

The Safety committee sent me to The National Safety Council Nov 12th and 13th to train as an instructor for Defensive Driving as part of the requirements to complete my certification I needed to conduct 2 classes which I completed this week so my certification is complete. I am scheduled to teach another class at Westmount in January I believe there is still room in that class if anyone drives county vehicles and needs this course you can call Barb Taggart to add to the list.

2009 Goals:

Keep with in the adopted budget for 2009.

Update our current policies and procedures manual.

Have at least 1 cite free survey from DOH.

Increase security around the building.

Update the generator.

Have the parking lot expanded between Countryside and the Cooperative Extension.

Complete plans for a small park like setting at the base of the hill in front of Countryside.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Countryside Adult Home

DATE: 12/05/08

- (a) Purpose of Contract Change: Rescind
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 253 of 2006
- (c) Name of Contractor: CHE Senior Psychological Services
- (d) Address of Contractor: 5110 12th Avenue, Brooklyn, New York, 11219
- 5909 (e) Contractor's Contact Person and Telephone Number: Douglas Mace, (518)393-
- (f) Commencement Date of Extension:
- (g) Termination Date of Extension:
- (h) 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.
- (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:

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: Countryside Adult Home

DATE: December 5, 2008

(a) Purpose of Amendment: to increase apporiation and Revenue

(b) Appropriation Code (with title), Object Code (with title) and Amount:

Increase:

A 6030 110	Salaries – Regular	\$ 70,000.00
A 6030 830	Social Security	5,000.00
A 6030 831	Medicare Contributions	2,000.00
A 6030 860	Hospitalization	21,000.00

(c) Revenue Code (with title), and Amount:

Increase:

A3630	Adult Care Priv. Fac.	\$ 49,000.00
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Local Share		\$49,000.00
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December 1, 2008- December 7th, 2008

Name / Dept.	Hrs.	1 MON.	2 TUES.	3 WED.	4 THURS.	5 FRI.	6 SAT.	7 SUN.
Administration								
Brenda Brown-Hayes RN	40	W	W	W	W	W		
Deborah Peters	40	6:30-2:30	8-4	8-4	8-4	8-4		
Transportation								
Tammy Morehouse	40	8-4	8-4	1-9	8-4	8-4		
Charge Aide								
Amy McByrne (S)	40	7-3SV	7-3SV	7-3SV	7-3SV	7-11SV		
Lori Durkin (W)	40	8-4	8-4	8-4	8-4	8-4		
Case Manager								
Dee Park	40	7-3	7-3	7-3	7-3	7-3		
Activities								
Faye Perry	40	8-4	8-4	8-4	8-4	8-4		
Wanda Olden	40	8-4	8-4	8-4	8-4	8-4		
Maintenance/ Hsk								
Robert Green	40	8-4	VAC	1-9	8-4	8-4		
Yvonne Venum	40		6-2	6-2	6-2	6-2	FH	
Claire Olden	40		FH	7-3	7-3	7-3		7-3
Carole Duers	40	7-3	7-3	1-9			7-3	7-3
Betty Peck	40	7-3	7-3	7-3	FH		7-3	
Kitchen								
Bonnie Farmer MGR	40	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30	PD		
Jennifer Racine	40	PD			10:30-6:30	5:30-1:30	5:30-1:30	5:30-1:30
Joshua Persons	32	10:30-6:30	10:30-6:30			10:30-6:30	10:30-6:30	10:30-6:30
Sharon Morrison	40	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30			VAC
Brandi French	40		10:30-6:30	10:30-6:30	10:30-6:30	FH	VAC	
Eric Harpp	32	10:30-6:30			VAC	10:30-6:30	10:30-6:30	10:30-6:30
PCA								
Jerry Perry *Off floor T/Th	40	7-3PCA	(7-3)UC	9-3PCA	7-3 UC	7-3PCA		
Tracy Graves	40		6-2	6-2	6-2	5:30-1:30K	5:30-1:30K	
Judi O'Neill	40	6-2	6-2	6-2	6-2	6-2		
Evelyn Trapasso	40	6-2	6-2	6-2	6-2			6-2
Danielle Baldwin	perdiem			1-9***	9-5	7-3	10-6	10-6
Linda Hall	Perdiem	7-11	7-11	7-11			6-2	5:30-1:30K
Wendy Decker	40	3-11			3-11	3-11	3-11	7-3SV
Shellie Thompson	40	3-11SV	3-11 SV	3-11 SV	3-11SV	3-11SV		
Tosha Hall	32	2-10*	3-11	3-11				3-11
Julie LaCarte	24		4-8MD	5-9	4-8	4-8	7-3SV	FH
Jamie Smith	40	11-7		3-11	3-11		3-11SV	3-11SV
Tammy Moon	40	11-7SV	11-7SV	11-7SV	11-7SV			11-7SV
Julia Varnum	32		11-7		7a-11a	11-7SV	11-7SV	11-7
Bonnie Bennett	32			11-7	11-7	11-7	11-7	

SV = Supervisor on duty

**** Dan Kitchen until after dinner is served then Driving class

Defensive driving course WED. is from 5p-9p Thurs. is 7a-11a

Dec. 8th- Dec 14th, 2008

Name / Dept.	Hrs.	8	9	10	11	12	13	14
		MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
Administration								
Brenda Brown-Hayes RN	40	W	W	W	W	W		
Deborah Peters	40	6:30-2:30	8-4	8-4	8-4	8-4		
Transportation								
Tammy Morehouse	40	8-4	8-4	8-4	8-4	8-4		
Charge Aide								
Amy McByrne (S)	40	7-3SV	7-3SV	7-3SV	7-3SV	7-11SV		
Lori Durkin (W)	40	8-4	8-4	8-4	8-4	8-4		
Case Manager								
Dee Park	40	OFF	7-3	7-3	7-3	7-3		
Activities								
Faye Perry	40	VAC	8-4	8-4	8-4	8-4		
Wanda Olden	40	8-4	8-4	8-4	8-4	8-4		
Maintenance/ Hsk								
Robert Green	40	8-4	8-4	8-4	8-4	8-4		
Yvonne Venum	40		6-2	SICK	6-2	6-2	6-2	
Claire Olden	40	7-3	7-3	7-3	7-3	7-3		
Carole Duers	40	7-3	7-3	7-3			7-3	7-3
Betty Peck	40	7-3	7-3	7-3	7-3			7-3
Kitchen								
Bonnie Farmer MGR	40	5:30-11:30	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30		
Jennifer Racine	40	10:30-6:30	10:30-6:30	10:30-6:30			10:30-6:30	5:30-1:30
Joshua Persons	32	10:30-6:30			10:30-6:30	10:30-6:30	VAC	10:30-6:30
Sharon Morrison	40	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30			VAC
Brandi French	40		10:30-6:30	10:30-6:30	VAC	5:30-1:30	5:30-1:30	
Eric Harpp	32	VAC			VAC	10:30-6:30	10:30-6:30	10:30-6:30
PCA								
Jerry Perry *Off floor T/Th	40	7-3PCA	7-3UC	7-3MEDS	(7-3)UC	FH		
Tracy Graves	40		VAC	VAC	VAC	VAC	VAC	
Judi O'Neill	40	6-2	6-2	6-2	6-2	6-2		
Evelyn Trapasso	40	VAC	VAC	VAC	FH			6-2
Danielle Baldwin	perdiem	7-3	7-3		10:30-6:30K	7-3	7-3	
Linda Hall	Perdiem	6-11	6-11	6-11	6-11		5:30-1:30K	5:30-1:30K
Wendy Decker	40	3-11			3-11	3-11	3-11	7-3SV
Shellie Thompson	40	3-11SV	3-11 SV	3-11 SV	3-11SV			
Tosha Hall	32	2-10	3-11	3-11				3-11
Julie LaCarte	24	N/A	4-8		4-9	4-11SV	7-3SV	10-6
Jamie Smith	40	11-7	3-11	3-11			3-11SV	3-11SV
Tammy Moon	40	11-7SV	11-7SV	11-7SV	11-7SV			VAC
Bonnie Bennett	32				11-7	11-7SV	11-7SV	11-7SV
Julia Venum	32		11-7	11-7		11-7	11-7	11-7

SV = Supervisor on duty

December 15, 2008- December 21, 2008

Name / Dept.	Hrs.	15 MON.	16 TUES.	17 WED.	18 THURS.	19 FRI.	20 SAT.	21 SUN.
Administration								
Brenda Brown-Hayes RN	40	W	W	W	W	W		
Deborah Peters	40	6:30-2:30	8-4	8-4	VAC	VAC		
Transportation								
Tammy Morehouse	40	8-4	8-4	8-4	8-4	8-4		
Charge Aide								
Amy McByrne (S)	40	7-3SV	7-3SV	7-3SV	7-3SV	7-3SV		
Lori Durkin (W)	40	VAC	VAC	VAC	VAC	VAC		
Case Manager								
Dee Park	40	7-3	7-3	7-3	7-3	7-3		
Activities								
Faye Perry	40	PD	VAC	8-4	8-4	8-4		
Wanda Olden	40	8-4	8-4	8-4	8-4	VAC		
Maintenance/ Hsk								
Robert Green	40	8-4	VAC	8-4	8-4	8-4		
Yvonne Venum	40		6-2	6-2	6-2	6-2	6-2	
Claire Olden	40		7-3	7-3	7-3	7-3		7-3
Carole Duers	40	7-3	7-3	7-3			7-3	7-3
Betty Peck	40	7-3	7-3	7-3	7-3	7-3		
Kitchen								
Bonnie Farmer MGR	40	PD	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30		5:30-1:30
Jennifer Racine	40	5:30-1:30	10:30-6:30	10:30-6:30	10:30-6:30		PD	PD
Joshua Persons	32	10:30-6:30			VAC	VAC	10:30-6:30	10:30-6:30
Sharon Morrison	40	5:30-1:30	5:30-1:30	VAC	VAC			PD
Brandi French	40			5:30-1:30	5:30-1:30	10:30-6:30	5:30-1:30	5:30-1:30
Eric Harpp	32	10:30-6:30	10:30-6:30		10:30-6:30	10:30-6:30	10:30-6:30	1:30-6:30
PCA								
Jerry Perry *Off floor T/Th	40	VAC	VAC	VAC	PD	PD		
Tracy Graves	40		6-2	6-2	6-2	6-2	5:30-1:30K	
Judi O'Neill	40	VAC	VAC	VAC	VAC	VAC		
Evelyn Trapasso	40	6-2Meds	6-2Meds	6-2Meds	6-2Meds			6-2
Danielle Baldwin	perdiem	7-3		10:30-6:30K	10:30-6:30K	7-3	7-3	10-6
Linda Hall	Perdiem	6-2Meds	7-3	7-3	7-3	5:30-1:30K	N/A	N/A
Wendy Decker	40	3-11			3-11	3-11	3-11	3-11
Shellie Thompson	40	3-11SV	3-11 SV	3-11 SV	3-11SV	3-11SV		
Tosha Hall	32	2-10	3-11	3-11				VAC/PD
Julie LaCarte	24		4-8		4-8	4-8	7-3SV	7-3SV
Jamie Smith	40	11-7	3-6	3-11			3-11SV	3-11SV
Tammy Moon	40	11-7SV	11-7SV	11-7SV	11-7SV			VAC
Bonnie Bennett	32			11-7	11-7	11-7SV	11-7SV	11-7SV
Julia Venum	32		11-7			11-7	11-7	11-7

SV = Supervisor on duty

December 22- December 28

Name / Dept.	Hrs.	22 MON.	23 TUES.	24 WED.	25 THURS.	26 FRI.	27 SAT.	28 SUN.
Administration								
Brenda Brown-Hayes RN	40	W	W	VAC	H	VAC		
Deborah Peters	40	6:30-2:30	8-4	8-4	H	VAC		
Transportation								
Tammy Morehouse	40	VAC	VAC	VAC	H	VAC		
Charge Aide								
Amy McByrne (S)	40	7-3SV	7-11SV	VAC	H	VAC		
Lori Durkin (W)	40	8-4	8-4	8-4	H	8-4		
Case Manager								
Dee Park	40	7-3	7-3	7-3	H	PD		
Activities								
Faye Perry	40	FH	8-4	8-4	H	VAC		
Wanda Olden	40	8-4	8-4	VAC	H	VAC		
Maintenance/ Hsk								
Robert Green	40	8-4	8-4	8-4	H	8-4		
Yvonne Venum	40		6-2	6-9	6-2	6-2	6-2	
Claire Olden	40	7-3	7-3	VAC	H	VAC		
Carole Duers	40	7-3	7-3	VAC	H		7-3	7-3
Betty Peck	40	7-3	7-3	7-3	7-3	7-3		
Kitchen								
Bonnie Farmer MGR	40	5:30-11:30	5:30-1:30	5:30-1:30	H	VAC		
Jennifer Racine	40	10:30-6:30	10:30-6:30		10:30-6:30	5:30-1:30	5:30-1:30	5:30-1:30
Joshua Persons	32	10:30-6:30		10:30-6:30	H	10:30-6:30	10:30-6:30	10:30-6:30
Sharon Morrison	40	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30		PD
Brandi French	40		10:30-6:30	10:30-6:30	5:30-1:30	VAC	VAC	
Eric Harpp	32	VAC			10:30-6:30	10:30-6:30	VAC	VAC
PCA								
Jerry Perry *Off floor T/Th	40	7-3PCA	(7-3)UC	7-3PCA	(7-3)UC	7-3PCA		
Tracy Graves	40		6-2	6-12PD	6-2	6-2	6-2	
Judi O'Neill	40	6-2	6-2	6-2	6-2	6-2		
Evelyn Trapasso	40	6-2	6-2	6-2	H			6-2
Daniell Baldwin	perdiem				1-7	1-9	10:30-6:30K	10:30-6:30K
Linda Hall	Perdiem	6-11	6-11		6-11		5:30-1:30K	5:30-1:30K
Wendy Decker	40	3-11			H	3-11	3-11	10-6
Shellie Thompson	40	3-11SV	3-11 SV	PD	3-11SV	PD		
Tosha Hall	32	2-10	3-11	3-11	3-11			3-11
Julie Lacarte	24		4-9MD	4-8	H	4-11	7-3SV	7-3SV
Jamie Smith	40	11-7	3-11	3-11			3-11SV	3-11SV
Tammy Moon	40	11-7SV	11-7SV	11-7SV	H			VAC
Julia Vamum	32		11-7		11-7	11-7	11-7	11-7
Bonnie Bennett	32			11-7	11-7SV	11-7SV	11-7SV	11-7SV

SV = Supervisor on duty

Dec 29, 2008 - Jan 4
Master Schedule

Name / Dept.	Hrs.	29 MON.	30 TUES.	31 WED.	1 THURS.	2 FRI.	3 SAT.	4 SUN.
Administration								
Brenda Brown-Hayes RN	40	W	W	FH	H	W		
Deborah Peters	40	6:30-2:30	8-4	8-4	H	8-4		
Transportation								
Tammy Morehouse	40	VAC	VAC	VAC	H	VAC		
Charge Aide								
Amy McByrne (S)	40	7-3SV	7-3SV	VAC	H	7-3SV		
Lori Durkin (W)	40	8-4	8-4	8-4	H	8-4		
Case Manager								
Dee Park	40	FH	7-3	7-3	H	7-3		
Activities								
Faye Perry	40	8-4	8-4	8-4	H	8-4		
Wanda Olden	40	VAC?PD	8-4	8-4	H	8-4		
Maintenance/ Hsk								
Rob Green	40	8-4	8-4	8-4	H	8-4		
Yvonne Venum	40		6-2	6-2	6-2	6-2	6-2	
Eric Harpp	40	7-3	7-3	FH	H			
Claire Olden	40	VAC	VAC	VAC	H			7-3
Carole Duers	40	7-3	7-3	7-3	H		7-3	7-3
Betty Peck	40	7-3	VAC	VAC	7-3	7-3		
Kitchen								
Bonnie Farmer MGR	40	VAC	5:30-1:30	5:30-1:30	H	5:30-1:30		
Jennifer Racine	40	5:30-1:30	10:30-6:30	10:30-6:30	5:30-1:30		5:30-1:30	5:30-1:30
Joshua Persons	32	10:30-6:30			10:30-6:30	10:30-6:30	10:30-6:30	10:30-6:30
Sharon Morrison	40	5:30-1:30	5:30-1:30	5:30-1:30	5:30-1:30			5:30-1:30
Brandi French	40		VAC	VAC	H	5:30-1:30	5:30-1:30	
Eric Harpp	32	FH			10:30-6:30	10:30-6:30	10:30-6:30	10:30-6:30
PCA								
Jerry Perry *Off floor T/Th	40	7-3PCA	(7-3)UC	7-3PCA	H	7-3PCA		
Tracy Graves	40		6-2	6-2	H	6-2	6-2	
Judi O'Neill	40	6-2	6-2	6-2	6-2	6-2		
Evelyn Trapasso	40	6-2	6-2	6-2	6-2			6-2
Danielle Baldwin	perdiem	10:30-6:30K		3-11			7-3	
Linda Hall	Perdiem	6-11	6-11		7-3		3-11	7-3
Wendy Decker	40	3-11			3-11	3-11	7-3SV	10-6
Shellie Thompson	40	3-11SV	3-11 SV	PD	3-11SV	3-11SV		
Tosha Hall	32	2-10	3-11	3-7	3-11			3-11
LaCarte, Julie	24		4-8 MD	4-11		4-8	3-11	7-3SV
Jamie Smith	40	11-7	3-11	FH			3-11SV	3-11
Tammy Moon	40	11-7SV	11-7SV	11-7SV	11-7SV			11-7SV
Julia Venum	32		11-7		11-7	11-7	11-7	11-7
Bonnie Bennett	32			11-7	H	11-7	11-7	

SV = Supervisor on duty

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Health Service Committee hereby authorizes Deanna Park

(Supervisory Committee) (Employee Name)

to attend Institute for Temporary Assistance Programs (ITAP)

(Name of meeting or organization)

at Castleton, New York

(Address)

on 12/1/08-12/05/08 & 12/15/08-12/19/08 Mode of transportation to be used

(Dates) (County Vehicle or Mass Transportation)

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

Fleet Vehicle

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: 11/25/08 _____
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.

REQUEST FOR USE OF FLEET VEHICLE

HEALTH SERVICES COMMITTEE
WESTMOUNT HEALTH FACILITY

FRIDAY, DECEMBER 5, 2008

MUNICIPAL BUILDING BOARD ROOM

- 1.) FOR DISCUSSION – POST STAR ISSUE
- 2.) FOR DISCUSSION – COGEN PROJECT
- 3.) FOR DISCUSSION – CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) IS REQUIRING AUTOMATIC SPRINKLER SYSTEMS IN ALL RESIDENTIAL HEALTH CARE FACILITIES BY 2013.
- 4.) REQUEST RESOLUTION FOR OUT OF CODE TRANSFERS. PAGE 1.
- 5.) REQUEST RESOLUTION TO TRANSFER HCRA R&R GRANT FUNDS. PAGE 2.
 1. TO AMEND 2008 VARIOUS SALARY APPROPRIATIONS.
- 6.) REQUEST RESOLUTION TO AMEND APPROPRIATION AND REVENUE. PAGES 3&4.
 1. DUE TO MEDICAID 2006/07 FINANCIALLY DISADVANTAGED PROGRAM.
 2. REGARDING ACTUAL INDIRECT COST ALLOCATIONS.
- 7.) REQUEST RESOLUTION FOR NEW CONTRACTS. PAGES 5-7.
 1. TO PROVIDE CLINICIAN NIGHT CALL COVERAGE BY HUDSON HEADWATERS HEALTH NETWORK.

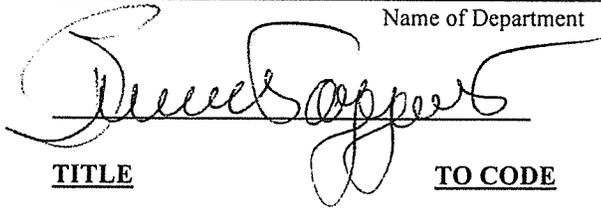
2. TO PROVIDE BI-WEEKLY CLINICIAN COVERAGE BY HUDSON HEADWATERS HEALTH NETWORK.
 3. B&L CONTROL SERVICES, INC. TO SUPPLY CHEMICAL PRODUCTS TO WESTMOUNT'S EVAPORATIVE COOLERS, WATER CONDENSERS, AND RECIRCULATORS FOR BOTH COLD AND HOT WATER SYSTEMS.
-
- 8.) REQUEST RESOLUTION TO EXTEND EXISTING CONTRACTS. PAGES 8-9.
 1. DR SPITZER AS MEDICAL DIRECTOR FOR WESTMOUNT.
 2. MAHONEY NOTIFY-PLUS, INC. TO PROVIDE SEMI-ANNUAL TEST AND INSPECTION OF THE FIRE ALARM, SPRINKLER ALARM, AND SECURITY ALARM AT WESTMOUNT.
-
- 9.) REQUEST RESOLUTION TO APPROVE CHEMISTRY COURSE REIMBURSEMENT FOR SOCIAL WORKER. PAGE 10.
-
- 10.) OVERTIME REPORT. PAGE 11.
-
- 11.) STAFFING LEVELS. PAGE 12.

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: December 5, 2008

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
EF.60100.600 130	Westmount, Nursing Administration, Clerical & Other Adm Wages Salaries – Part Time	EF.60100.600 110	Westmount, Nursing Administration, Clerical & Other Admin Wages Salaries-Reg	11,649
EF.60200.500 130	Westmount, Nursing – Nurses’ Station, Aides, Salaries – Part Time	EF.60200.500 110	Westmount, Nursing – Nurses’ Station, Aides, Salaries - Regular	18,720
EF.72600.400 130	Westmount, Activities Program, LPN & Act Dir Wages, Salaries – Part Time	EF.72600.400 110	Westmount, Activities Program, LPN & Act Dir Wages, Salaries - Regular	28,068
EF.82100.700 120	Westmount, Dietary Services, FSH, Salaries – Over Time	EF.82100.700 110	Westmount, Dietary Services, FSH, Salaries - Regular	1,500
EF.82400.100 110	Westmount, House Keeping Services, Man & Supervisor, Salaries - Regular	EF.82400.700 110	Westmount, House Keeping Services, FSH HK LL Maint, Salaries - Regular	2,000
EF.82500.700 130	Westmount, Laundry & Linen Services, FSH HK LL Maint, Salaries – Part Time	EF.82500.700 110	Westmount, Laundry & Linen Serv, FSH HK LL Maint, Salaries - Regular	11,853
EF.73300.500 110	Westmount, Physical Therapy Services, Services, Assistants, Salaries - Regular	EF.82500.100 110	Westmount, Laundry & Linen Serv, Managers& Supervisors, Salaries - Regular	2,000
EF.73300.500 110	Westmount, Physical Therapy Services, Assistants, Salaries – Regular	EF.60200.300 120	Westmount, Nursing Nurses’ Station, Registered Nurses, Salaries – OT	1,000
EF.82100.200 120	Westmount, Dietary Services, Cooks, Salaries – OT	EF.60100.600 120	Westmount, Nursing Administration, Clerical & Other Admin, Salaries – OT	500

Please state reason for transfers requested: over expended Salary account

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
------------------	--------------	----------------	--------------	---------------

Please state reason for transfer request:

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

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: December 5, 2008

- (a) Purpose of Amendment: To amend 2008 Various Salary Appropriations with HCRA R&R Grant funds.
- (b) Appropriation Code (with title), Object Code (with title) and Amount:
EF.60200.100 120 Westmount, Nursing Nurses' Station, Management & Supervision, Salaries over time - \$15,000.00.
EF.60200.400 110 Westmount, Nursing Nurses' Station, LPN, Salaries regular - \$10,000.00.
EF.60200.400 120 Westmount, Nursing Nurses' Station, LPN, Salaries over time - \$10,000.00.
EF.60200.500 110 Westmount, Nursing Nurses' Station, Aides, Salaries regular - \$10,000.00.
EF.60200.500 120 Nursing Nurses' Station, Aides, Salaries over time - \$8,000.00.
EF.82100.700 110 Westmount, Dietary Services, FSH, Salaries regular - \$11,000.00.
EF.83110.600 110 Westmount, Fiscal Services, Clerical & Other Adm wages, Salaries regular - \$6,000.00.
EF.83110.600 120 Westmount, Fiscal Services, Clerical & Other Adm wages, Salaries over time - \$9,000.00.
- (c) Revenue Code (with title), and Amount: EF.901002 3489 Westmount, HCRA Grant - Recruitment Retention - Health, Other \$79,000.00.

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: December 5, 2008

- (a) Purpose of Amendment: To amend 2008 Appropriations and Revenue regarding actual Indirect Cost Allocation.

- (b) Appropriation Code (with title), Object Code (with title) and Amount: EF.83500.9105 469 Westmount, Administrative Services, Other Direct Cost/Indirect Cost, Other Payments/Contributions \$ 68,935.00.

- (c) Revenue Code (with title), and Amount: EF.517702 2705 Westmount, Operation Transfers, Gift & Donations \$ 68,935.00.

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: December 5, 2008

- (a) Purpose of Amendment: To amend 2008 Appropriations and Revenue due to Medicaid 2006/07 Financially Disadvantaged Program.

- (b) Appropriation Code (with title), Object Code (with title) and Amount:
EF.83110.8302 469 Westmount, Fiscal Services Office, Pymnts/Contrib - NYS Assessment \$ 48,000.00.

- (c) Revenue Code (with title), and Amount: EF.302002 3023 Westmount, Medicaid Care Revenue \$ 48,000.00.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: December 5, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No

- (b) Purpose of Contract: To provide clinician night call coverage.

- (c) Name of Contractor: Hudson Headwaters Health Network

- (d) Address of Contractor: PO Box 357, One Broad Street, Glens Falls, NY 12801

- (e) Contractor's Contact Person and Telephone Number: Dr. Daniel C. Larson
518 761-0300

- (f) Has or will the Contract be provided, if so, please attach: Yes

- (g) Commencement Date of Contract: January 1, 2009

- (h) Termination Date of Contract: December 31, 2009, & one year extension

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount \$27.50 per night
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. monthly

- (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: EF.60200.2700 470 Nursing- Nurses' Station, Physician Fee's, Contracted Service \$33,600.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: December 5, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To provide by-weekly clinician coverage.
- (c) Name of Contractor: Hudson Headwaters Health Network
- (d) Address of Contractor: PO Box 357, One Broad Street, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Dr. Daniel C. Larson
518 761-0300
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: January 1, 2009
- (h) Termination Date of Contract: December 31, 2009, & one year extension
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$21,164.00/year
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. monthly
- (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: EF.60200.2700 470 Nursing- Nurses' Station, Physician Fee's, Contracted Service \$33,600.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: December 5, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No

- (b) Purpose of Contract: To supply chemical products to Westmount Health Facility's evaporative coolers, water condensers and recirculators for both cold and hot water systems.

- (c) Name of Contractor: B& L Control Services Inc.

- (d) Address of Contractor: PO Box 399 Sartoga Springs, NY 12866

- (e) Contractor's Contact Person and Telephone Number: Kimberly Thomas, 518 587-5350

- (f) Has or will the Contract be provided, if so, please attach: Yes

- (g) Commencement Date of Contract: January 1, 2009

- (h) Termination Date of Contract: December 31, 2010

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$2,612.00/year
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. yearly

- (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: EF.82200.6822 470 Plant Operation and Maintenance, Contracted Service \$15,978.00.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: December 5, 2008

- (a) Purpose of Contract Change: Extend Existing Contract with Dr. Spitzer as Medical Director for Westmount Health Facility.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 649 of 2004
- (c) Name of Contractor: Dr. S. Richard Spitzer
- (d) Address of Contractor: 55 Sheridan Street, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: 518 792-7607
- (f) Commencement Date of Extension: January 1, 2009
- (g) Termination Date of Extension: Upon 30 Days Notice
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$6,000.00 year
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Monthly - \$500.00
- (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.60200.2700 470 Westmount, Nursing - Nurses' Station, Physician fee's, Contracted Services \$33,600.00.

8

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: December 5, 2008

- (a) Purpose of Contract Change: Extend Contract to provide semi-annual test and inspection of the fire alarm, sprinkler alarm and security alarm at Westmount Health Facility.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 131 of 2008
- (c) Name of Contractor: Mahoney Notify-Plus Inc.
- (d) Address of Contractor: PO Box 767 Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Kevin Mahoney (518) 793-7788.
- (f) Commencement Date of Extension: March 1st, 2009
- (g) Termination Date of Extension: February 28th, 2010
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$1,175.00
 - 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 Operations/Contracted Services - \$ 15,978.00.

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

December 4, 2008

#4100	Nursing Administration	1.55 Hours - Overtime
#4101	RN Supervisors	105.25 Hours - Overtime
#4102	RN	63.20 Hours - Overtime
#4103	LPN	171.05 Hours - Overtime
#4104	CNA	589.50 Hours - Overtime
#4105	Activities	.00 Hours - Overtime
#4109	Dietary	129.00 Hours - Overtime
#4110	Maintenance	.90 Hours - Overtime
#4111	Housekeeping	48.00 Hours - Overtime
#4112	Laundry	16.00 Hours - Overtime
#4114	Fiscal Services	57.75 Hours - Overtime

Report Dates - 10/13/08 - 11/23/08

WESTMOUNT CURRENT STAFFING LEVELS NOVEMBER 2008

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

3PM - 11PM	RN F/T	1	1	
	RN Relief F/T	1	1	
	RN PER-DIEM	7	7	6 VERY LIMITED AVAILABILITY; 1 MLOA
	LPN F/T	3	3	1 MLOA
	LPN PER-DIEM	8	6	VERY LIMITED AVAILABILITY
	CNA F/T	12	10	1 COMP/ALTERNATE DUTY
	CNA PER-DIEM	7	7	VERY LIMITED AVAILABILITY
SUBTOTALS		39	35	

11PM - 7AM	RN F/T	1	1	
	LPN F/T	3	3	
	CNA F/T	8	5	3 MLOA
SUBTOTALS		12	9	

GRAND TOTALS 80 70



To The Westmount Health Facility Staff,

Words cannot express the appreciation our family has for each one of you. Each one of you has contributed to the possibility of our mom, our grandma, our sister Ethel being able to live the quality of life that she was able to. We all know that she was not the "best" patient...not eager to get out of bed in the morning ...not settle into bed in the evening...not be the best eater...not be the all-star therapy candidate....and not be fired up for all the activities that were available...but you all did your very best to encourage and care for her. We were so thankful to be able to bring her back to the Facility for her final days and were amazed at the compassion we felt from your support and concern. We knew that she felt contented and at peace because she was back "home" and it was because of all of you that could make that situation possible.

Here is a poem from a clipping that we found in her belonging when we were unpacking some of her belonging that we know she would want us to share with you...

Another Beatitude by Elizabeth Clark

Blessed are they who understand
My faltering step and shaking hand
Blessed who know my ears today
Must strain to catch the things you say
Blessed are they who seem to know
My eyes are dim and my mind is slow
Blessed are they who looked away
I spilled my tea on the cloth that day
Blessed are they who, with cheery smile
Stopped to chat for a little while
Blessed are they who know the way
To bring back memories of yesterday
Blessed are they who never say
"you've told that story twice today"
Blessed are they who make it known
That I'm loved, respected, and not alone
And blessed are they who will ease the days
of my journey home in loving ways

Thank You.
The Boyd Family

Ethel A. Boyd



BOYD

SARATOGA SPRINGS ♦ Ethel A. Boyd passed away peacefully Tuesday morning, Dec. 2, 2008, at the Westmount Health Facility in Queensbury, N.Y. She was 87.

Born on Feb. 26, 1921, in Ballston Spa, N.Y., she was the daughter of the late George and Lola Leonard Brown.

A lifelong resident of Saratoga Springs, Ethel graduated from Saratoga Springs High School, Class of 1939.

She was employed by Mac Finn's Tea Room and drugstore, on Broadway. Ethel and Chester W. Boyd Jr. were married Sept. 17, 1945, and she enjoyed caring for her family at their home on Clark Street. She was widowed in 1976.

Bowling was a favorite activity of the Boyd's and Ethel continued with her membership of the Saratoga Women's City League for over 30 years. Ethel also had the opportunity to travel with friends and senior groups to Hawaii and Europe. Weekend visits to her son's home in Salem were also a big part of her life.

In addition to her parents and husband, she was predeceased by her sister, Evelyn (Brown) Westfall, and brothers, George and Donald Brown.

Survivors include her two sons, Chester W. Boyd III and wife, Rosemary, of Salem, N.Y., and Jeffrey Dell Boyd of Cincinnati, Ohio; one brother, Leonard Brown of Saratoga Springs; a cousin, Robert Ledlie of Sheffield Mass.; her five grandchildren: W. Gregory Boyd and his wife, Jessica, of Norwich Conn.,

Carolyn M. (Boyd) Trzaskos and her husband, Michael, and their 9 month old son, Jacob, of Fort Edward, Dennis Boyd of Stowe, Ohio, Kevin Boyd and Breanne Boyd of Cincinnati, Ohio; as well as other cousins, nieces and nephews.

Relatives and friends may call from 7 to 9 p.m. today, Dec. 4, 2008, at the William J. Burke & Sons/Bussing & Cunniff Funeral Homes, 628 North Broadway, Saratoga Springs (584-5373).

A funeral service will take place at 2 p.m. Friday, Dec. 5, 2008, at the funeral home with the Rev. Liam Condon officiating.

Burial will be in the family plot at Greenridge Cemetery, Lincoln Avenue.

Recently hospitalized after experiencing a stroke, her family wishes to acknowledge the care and support for Ethel from the 3rd floor nurses and doctors at Glens Falls Hospital. She also received loving care from her "family" of Westmount aides, nursing staff and therapists since the spring of 2007. A special thank you goes out to Chris and Angie for the whirlwind road trip to Connecticut in July of 2007 for Jessica and Greg's wedding. We are grateful for the visits from her devoted brother, Leonard and cousins, Bev and Dick and "Uncle Bob" and the pastoral concern of Father Condon and Holy Cross Church, Salem.

Memorial contributions, in lieu of flowers, may be sent to Westmount Health Facility, Activities Fund, 42 Gurney Lane, Queensbury, NY 12804.

Warren County Health Services
Health Services Committee Meeting
December 5, 2008
Information Submitted By: Patricia Auer, DPH/DPS

Pending Items

Monthly Report of Emergency Response Planning Activities

Please see the attached information

Request the following Resolutions:

Rationale:

These appointments must all be done annually per New York State Department of Health Regulation and are for the period January 1, 2009 through December 31, 2009. All lists of members will be available at the meeting if any Health Services Committee Member wishes to review them.

To reappoint and appoint members to the Professional Advisory Committee.

The only new appointment for 2009 is Sheila Warren, Commissioner of Social Services who is replacing Robert Phelps who has retired.

To reappoint and appoint members to the Local Early Intervention Coordinating Council.

There is only one new appointee, Pamela Conine, who is replacing Sandy Boucher who has resigned from her position at the Southern Adirondack Child Care Network.

To reappoint the physicians and nurse practitioners who serve in our Public Health Clinics.

To reappoint the Medical Directors for the Health Services Department:

Richard Leach, MD - Infectious Disease

Dan Larson, MD - Public Health Programs

David Mousaw, MD - Physically Handicapped Children and Children With Special Health Care Needs

John Ruge, MD - Division of Patient Services

Update on Point of Care Initiative:

We are proceeding without major issues to date. Tammie DeLorenzo will be present at the meeting to provide a status report. We would request the following Resolutions in order to further proceed with the initiative. This is necessary in order to make the Honeywell HoMed Telemonitor System interoperable with the Delta Health Care Technology Point of Care System, and allow us to be able to bill at an increased monthly rate for telemonitoring services at the Tier 2 level. We have funds available in the Data Processing line of our 2008 Budget in anticipation of this need, and will need to do a purchase order expeditiously in order use this year's monies.

Request Resolution:

To amend the agreement with Honeywell HoMed to Reflect Addendum to System Supply Agreement for Home Health Care to allow receipt of Lifestream Software for a one time fee of \$5,000 for the software plus monthly communication and license fees as follows:

\$10.00 per month per monitor

\$3.00 per month for each ID card for use on a monitor with a swipe card reader

\$15.00 per month for each GPRS module

\$25.00 per month for each location (we have only one location)

Our agency will have a total of 10 named users with access to Lifestream

Request Resolution:

To amend the agreement with Honeywell Homed to allow for receipt of Lifestream Interface software for use with the Lifestream Platform that allows for patient information data transfer between systems. There is a one-time installation fee of \$5,000 for the software installation subscription, plus a two-dollar per month per monitor fee for 51-300 monitors (the number that would be applicable to our program).

Note:

In the event any of the charges should change we would return to committee to discuss.

Fluoride Presentation

The informational presentation on Fluoride, postponed from last month's meeting, will not be presented today as neither Dr. Larson nor Dr. Schultze is able to be present. We will look to reschedule early next year.

New Business

Request Resolution: *Delete see Addendum*

To develop a contract agreement with Laura Saffer to provide Emergency Response Education to various community groups.

Rationale:

This contract will be 100% funded by the Emergency Response and Preparedness grant and the position will be grant dependent and the time involved will not exceed 20 hours per week. The contractor will be paid \$19.00 per hour and because of the contract nature, there will be no benefits. The New York State Department of Health Grant Contract Administrator has approved the position. If you recall, this was the plan when the county funded 30- hour per week Health Educator position was deleted during the 2009 Budget Process.

Request Resolution:

To develop a contract with Jessica K. Purvis to provide Speech Therapy services.

Request Resolution:

To develop a contract with Kathleen A. Fraser to provide Physical Therapy services.

Rationale:

Both of these contractors would provide revenue-generating services.

Request Resolution:

To develop a contract with Adirondack Manor HFA in Queensbury, to allow for the provision of nursing services in the agency's recently approved Assisted Living Program.

Rationale:

All services provided would be billable, and the Adirondack Manor's ability to provide the Assisted Living Program, which will be geared to Medicaid eligible residents, is contingent upon their ability to contract with a Certified Home Health Agency, and we are the only one in the county. The services the program would offer are needed in the county, and the contract would be written so we would have an "out clause" if Adirondack Manor did not provide what they would need to do.

The program administrator has asked for consideration of a reduced rate for our services, but we would not recommend this, as it is a private business.

Request Resolution:

To amend the contract with New York State Department of Health for the Early Intervention Administration Grant for the period October 1, 2009 through September 30, 2009 to reflect a reduction from the original grant of \$41,805 to \$38,975.

Rationale:

Originally, we were told that the grants would be reduced by 2%, and we received a resolution at the July 25, 2008 meeting that we could accept this reduction without having to return to committee for approval for amendments for each grant. This particular grant reduction constitutes approximately a 6.77% decrease, so obviously the 2% anticipated has not held true. At this time, we have not heard anything more than the 2% for any other grants, but we will let you know if we do.

Request Resolution:

To renew the contract with Greater Adirondack Home Aides for the period January 1, 2009 through December 31, 2009 to provide Home Health Aide and Personal Care Aide Services.

The agency has requested a 2% rate increase for the coming year. This will translate to the following hourly rates:

Home Health Aide: from \$25.54 to \$26.05

Personal Care Aide: from \$25.28 to \$25.79

Rationale:

We have spent approximately \$300,000 for these services this year, so they do provide a large amount of service to our patients. That said, however, I have told the Executive Director of Greater Adirondack that the county has had a very difficult budget planning process and anticipates a tough financial year. The agency has indicated that they plan to give the aides a 3% raise and are only asking Warren County for a 2% increase. It is up to the committee whether to agree or not with the requested increases.

Budget Transfers

It is the end of the year, and as usual we need to move money between codes to cover end of the year expenses. Tawn Driscoll and Tammie DeLorenzo will distribute and explain the transfers at the meeting.

Report of Expenditures and Revenues

Please see the attached information.

Report of Free and Reduced Fee Care

Please see the attached information.

Executive Session:

To discuss a Labor Contract Issue

Attachments:

Emergency Response and Preparedness Monthly Activities Report

Budget Transfer Requests (to be distributed at the meeting and not e-mailed)

Report of Revenues and Expenditures

Report of Free and Reduced Fee Care

Warren County Health Services

1340 State Route 9, Lake George NY 12845

Patricia Auer, Director

Phone: 518-761-6580 / Fax: 518-761-6422

Email: auerp@co.warren.ny.us

Health Services Committee Meeting

Date: December 5, 2008

Emergency Response and Preparedness Activities

<i>DATE</i>	<i>TYPE</i>	<i>SUBJECT</i>	<i>ATTENDEES</i>
11/5/08	Test	HIN/HAN equipment test - worked fine	Barb Orton, Angela Meade
11/7/08	Meeting	Re: Pan Flu at Washington County Jail	Barb Orton
11/13/08	Meeting	With Ginelle re: Performance Goals	Barb Orton, Angela Meade
11/17/08	Presentation	To: AAA re: respiratory etiquette	Dan Durkee
11/18/08	Meeting	BT Coordinators Meeting - Ballston Spa	Barb Orton, Angela Meade
11/18/08	Meeting	Hazard Mitigation Planning - OES/SEMO	Ginelle Jones
11/19/08	Tabletop	Monthly Glens Falls Hospital - Loss of liquid oxygen to the facility	Barb Orton
11/21/08	Conf. Call (1 of 2)	NYSDOH Pan Flu	Ginelle Jones

Ginelle Jones
Assistant Director Public Health
Phone: 518-761-6580
Fax: 518-761-6422
Email: jonesg@co.warren.ny.us

Sharon Schaldone
Assistant Director Home Care
Phone: 518-761-6415
Fax: 518-761-6562
Email: schaldones@co.warren.ny.us

Tawn Driscoll
Fiscal Manager
Phone: 518-761-6415
Fax: 518-761-6562
Email: driscollt@co.warren.ny.us

Auer, Pat

From: Schaldone, Sharon
Sent: Monday, November 24, 2008 4:23 PM
To: Auer, Pat
Subject: Free Care Report 2008

Report thru Sept. 2008

Free Care Report 2008- Homecare Division

Jan. 2008--\$7,692.27

Feb.2008--\$5,520.63

Mar. 2008--\$7,521.16

April 2008--\$10,367.85 * Please note that nutritional and MSW services were up in April secondary to the addition of a Dietician and a Medical Social Worker, increasing availability. The RD and MSW services are not reimbursable with PPS (Prospect Payment System) and Medicare. They are only billable in the Long Term Care Program. We are inquiring if they are billable to Medicaid without Long Term Care. In the past we did not bill for MSW and RD services as they were not on our operating certificate. RD and MSW are now on our operating certificate.

May, 2008-- \$7,655.07

June, 2008--\$16,560.03 * 2 cases one for \$2080.00 and the other for \$1,532.20 totaling \$3,612.20 were given care will Medicaid application was pending. Both cases were denied Medicaid. Theses cases will be billed individually with a letter offering a sliding fee repayment option.

* \$1,650.00 were charges for a Public Health DOT case where services were not Medicare billable.

*\$1,500.00 were MCH denials

Final June Total--\$9,798.03.

July, 2008 Total: -- \$4,694.42

August, 2008 -- \$8,018.35

September 2008 -- \$6,798.66

Total-----\$68,066.44 to Date (1/08 - 9/08)

Our operating costs for 2007 were \$4,151,644.00. 3.3% of our operating cost is the required amount of free care that the agency is mandated to provide. 3.3% of 2007 operating cost would be \$137,054.00 the required free care for 2008.

Sharon Schaldone ADPS

11/25/2008

WARREN COUNTY BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2008 AS OF 12/2/2008 4:14:35 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V
 CODE(S): 4010, 4011, 4013, 4016, 4018, 4046, 4054, 4189, 9061, 4025

	2008 BUDGETED		2008 YTD ACTUAL		2007 Prior Year Totals	
EXPENSES						
Salaries - Regular	\$3,090,638.00	\$2,683,011.49	\$2,852,970.52			
Salaries - Overtime	\$172,838.00	\$194,017.07	\$197,398.54			
Salaries - Part Time	\$392,294.00	\$298,920.16	\$309,079.69			
Salaries - Sick Leave Incentive			\$1,200.00			
100's PERSONAL SERVICES	\$3,656,770.00	\$3,175,948.72	\$3,360,648.75			
200's EQUIPMENT	\$81,236.00	\$34,081.79	\$74,772.07			
400's CONTRACTUAL	\$9,537,395.00	\$6,831,903.06	\$9,173,710.39			
800's EMPLOYEE BENEFITS	\$63,091.00	\$57,543.33	\$59,089.23			
TOTALS	\$13,337,492.00	\$10,099,476.90	\$12,668,220.44			
REVENUES						
	2008 BUDGETED	2008 YTD ACTUAL	2007 Prior Year Totals			
	\$12,351,895.00	\$7,421,185.21	\$11,957,410.15			

Note: Revenues reflect an accrual for the September CHHA,LTC and MCA billing of \$379,880.12 and they are currently finalizing the October 2008 billing.
 Also reflected above is an estimated accrual for the Early Intervention Program for services of \$118,696.66 which reflects the state reimbursement rate of 50% of the amount billed.

**Warren County Health Services
Health Services Committee Meeting
Addendum to Agenda
December 5, 2008**

Request Resolution:

To amend the 2008 Budget to reflect a decrease in the Zoonoses Program Grant from \$15,620 to \$14,301 for the grant year 1/1/08 through 3/31/09. This is the grant that assists in defraying the costs of the rabies program.

Rationale:

Originally, we were told that we would receive a 2% reduction in all grants, but this is turning out not to be the case, and the reductions are turning out to be more since there are and continue to be further cuts in the New York State Budget. There also does not seem to be uniformity in how the decreases are occurring. The responsibilities will not be less, so the counties, it appears, will be forced to make up the difference.

It is not necessary to amend Resolution 510/2008 which authorized acceptance of the grant since the language was written "not to exceed" the original amount we were told we would receive.

Request Referral to Personnel Committee:

For consideration to create a new 20-hour Health Educator Position, which will be 100% funded by the Emergency Preparedness Grant, and will be totally dependent upon continued grant funding.

Rationale:

If you recall, during the 2009 Budget Process, a 30-hour per week Health Educator position was deleted, and permission was received from New York State for funding for a part time Contract Health Educator position. The intent was to develop a contractual position with the individual who was in the 30-hour position. Subsequently, we have been advised by Paul Dusek, Warren County Attorney, that a contract arrangement is not allowable due to various IRS regulations, and instead the individual should be placed in a part time/per diem employee status. We would propose the creation of a per diem Health Educator position that can still be funded in total by the Emergency Preparedness Grant. The individual could work up to 20 hours per week as needed, and will receive no benefits. This per diem position was also approved by New York State Department of Health following guidance provided by the county attorney.

This is a Grade 14 Position - Base Full Time Salary \$34,178 prorated to an hourly rate.

The employee is not happy about this situation, as she will lose some accumulated sick time, and will receive a lower hourly rate, but in light of the current fiscal situation it is needed for the good of the department.

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

*If more than one person is being appointed, please attach additional sheets

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Name of Appointee: Appoint and reappoint members to Professional Advisory Committee
- (b) Is this a Reappointment? Yes If so, please provide the Resolution No. which authorized the last appointment of this individual 147/2008
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If Person is Being Appointed as a Representative of a Specific Group/Agency, Please List their Affiliation and Title Sheila Weaver, Warren County Commissioner of Social Services
- (e) Address of Appointee: see attached
- (f) Title of Appointment: Professional Advisory Committee Member
- (g) Effective Date of Appointment: 1/1/09
- (h) Termination Date of Appointment: 12/31/09
- (i) Name of Person Being Replaced (if applicable): Robert Phelps
- (j) Reason for Replacement: Retirement from Warren County

Warren County Board of Supervisors

RESOLUTION NO. 147 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

APPOINTING AND REAPPOINTING MEMBERS OF PROFESSIONAL ADVISORY COMMITTEE FOR HEALTH SERVICES DEPARTMENT - HEALTH SERVICES DEPARTMENT

RESOLVED, that the following members of the Professional Advisory Committee for Health Services Department, as listed on Schedule "A" annexed hereto, be, and hereby are, appointed and reappointed for a one-year term commencing January 1, ~~2008~~ and terminating December 31, ~~2008~~.

2009

2009

SCHEDULE "A"

PROFESSIONAL ADVISORY COMMITTEE MEMBERS

Re
APPOINTMENT:

<u>NAME</u>	<u>TITLE/ADDRESS</u>
Richard Mason	64 Webster Avenue Glens Falls, NY 12801

REAPPOINTMENTS:

<u>NAME</u>	<u>TITLE/ADDRESS</u>
Patricia Auer	Director Public Health/Patient Services Warren County
Patricia Belden	Public Health Nurse Communicable Disease Program Warren County
Tawn Driscoll	Financial Manager Warren County Health Services
Daniel Durkee	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

SCHEDULE "A"

NAME

TITLE/ADDRESS

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

Appointment
Sheila Weaver
~~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

SCHEDULE "A"

NAME

TITLE/ADDRESS

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

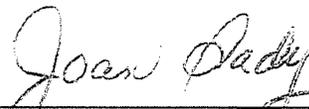
STATE OF NEW YORK)

)ss.:

COUNTY OF WARREN)

I, JOAN SADY, Clerk, of the Board of Supervisors of the County of Warren, do hereby certify that the foregoing is a true and correct copy and the whole thereof of a Resolution duly adopted by the Board of Supervisors of the County of Warren, Lake George, New York on the 15th day of February, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of Supervisors on this 15th day of February, 2008.



Clerk, Board of Supervisors
Warren County

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

*If more than one person is being appointed, please attach additional sheets

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Name of Appointee: Reappointing and appointing members of Local Early Intervention Coordinating Council
- (b) Is this a Reappointment? Yes as well as appointing 2 new members If so, please provide the Resolution No. which authorized the last appointment of this individual 148/2008
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If Person is Being Appointed as a Representative of a Specific Group/Agency, Please List their Affiliation and Title Pamela Conine, Southern Adirondack Childcare Council
- (e) Address of Appointee: 88 Broad Street, Glens Falls, NY 12801
- (f) Title of Appointment: LEICC Member
- (g) Effective Date of Appointment: 1/1/09
- (h) Termination Date of Appointment: 12/31/09
- (i) Name of Person Being Replaced (if applicable): Sandy Boucher
- (j) Reason for Replacement: Resignation from agency

Warren County Board of Supervisors

RESOLUTION NO. 148 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

*Appointing
and*

REAPPOINTING MEMBERS OF THE LOCAL EARLY INTERVENTION COORDINATING COUNCIL (LEICC) FOR THE EDUCATION OF PHYSICALLY HANDICAPPED CHILDREN'S PROGRAM - HEALTH SERVICES

WHEREAS, Resolution No. 216 of 1993 authorized the establishment of a Local Early Intervention Coordinating Council (LEICC) for the Education of Physically Handicapped Children's Program within Warren County, and

WHEREAS, it is necessary to reappoint members for a term commencing January 1, ²⁰⁰⁹2008 and terminating December 31, ²⁰⁰⁹2008, now, therefore, be it

RESOLVED, that the persons named on Schedule "A" attached hereto, are hereby reappointed as members of the LEICC through December 31, ²⁰⁰⁹2008.

SCHEDULE "A"

WCPH LOCAL EARLY INTERVENTION COORDINATING COUNCIL

Auer, Patricia	Frasier, Nedra	761-6580	Warren County Public Health
Bush, Linda	Merritt, Jackie	Fax: 761-6422	1340 State RT 9, Lake George, NY 12845
Jones, Ginelle	Myhrberg, Patty		
Fortini, Judy			
Boucher, Sandy		798-7972	Southern Adirondack Child Care Network
<i>Conine, Pamela</i>			88 Broad Street, Glens Falls, NY 12801
Collins, Bonnie (Parent)		743-1994	31 Ferris Drive, Queensbury, NY 12804
Daigle, Joann		798-7555	Warren County Head Start
			11 Pearl Street, Glens Falls, NY 12801
Dunbar, Melissa, Speech Ther.		792-8976	25 Brookfield Run, Queensbury, NY 12804
French, Michelle		494-3015 x763	North Warren Central School
			6110 State RT 8
			Chestertown, NY 12817
Hoffis, Cheryl, Speech Therapist		745-8457	29 Hall Road, Queensbury, NY 12804
Homenick, Michael		798-4056	Psychological Associates
			551 Bay Road, Queensbury, NY 12804
McGraw, Beth		746-3400	Preschool Program BOCES
			1153 Burgoyne Avenue, Fort Edward, NY 12828
Moses, Sherrie		7938811 x549	Queensbury Elementary School
			431 Aviation Road., Queensbury, NY 12804
Mousaw, David MD		792-8942	20 Centennial Drive, Queensbury, NY 12804
Schmidt, Maureen		x362	Warren County DSS
			Gurney Lane, Lake George, NY 12845
Thompson, Pat		798-0170	Prospect Child & Family Center
			133 Aviation Road, Queensbury, NY 12804
Utz-Meagher, Kevin		743-0158 x113	Glens Falls DDSO Capital District
			100 Glen Street, Glens Falls NY 12801
Vaisey, Crystal (Parent)		623-9506	169 Alden Avenue, Warrensburg, NY 1885
York, Robert		792-7143	Office of Community Services for Warren and Washington Co
			230 Maple Street Suite 1, Glens Falls, NY 12801

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

***If more than one person is being appointed, please attach additional sheets**

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Name of Appointee: See attached information of individuals to serve in Public Health Clinics
- (b) Is this a Reappointment? Yes If so, please provide the Resolution No. which authorized the last appointment of this individual 140/2008
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If Person is Being Appointed as a Representative of a Specific Group/Agency, Please List their Affiliation and Title See attached
- (e) Address of Appointee: See attached
- (f) Title of Appointment: See attached
- (g) Effective Date of Appointment: 1/1/09
- (h) Termination Date of Appointment: 12/31/09
- (i) Name of Person Being Replaced (if applicable): n/a
- (j) Reason for Replacement: n/a

Warren County Board of Supervisors

RESOLUTION NO. 140 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

AUTHORIZING INDIVIDUALS TO SERVE WITHIN PUBLIC HEALTH CLINICS - HEALTH SERVICES

WHEREAS, the New York State Department of Health requires that credentialed individuals serve within Health Clinics within the Division of Public Health clinics, now, therefore, be it

RESOLVED, that the following persons are hereby engaged to serve individuals within Division of Public Health clinics for a term commencing January 1, 2008 and terminating December 31, ~~2008~~²⁰⁰⁹:

Kathleen Braico, MD
Peter Hughes, MD
Mary Nevins, MD
Ann Dys, FNP

Joyce Heckler, PNP
Joseph Dufour, FNP
Ruth Fish, FNP

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

***If more than one person is being appointed, please attach additional sheets**

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Name of Appointees: John Rugge, David Mousaw, Daniel Larson, and Richard Leach MDs as Medical Directors
- (b) Is this a Reappointment? Yes If so, please provide the Resolution No. which authorized the last appointment of this individual 149/2008
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If Person is Being Appointed as a Representative of a Specific Group/Agency, Please List their Affiliation and Title See attached
- (e) Address of Appointee: See attached
- (f) Title of Appointment: See attached
- (g) Effective Date of Appointment: 1/1/09
- (h) Termination Date of Appointment: 12/31/09
- (i) Name of Person Being Replaced (if applicable): n/a
- (j) Reason for Replacement: n/a

Warren County Board of Supervisors

RESOLUTION NO. 149 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

REAPPOINTING DANIEL LARSON, MD AS MEDICAL DIRECTOR OF THE DIVISION OF PUBLIC HEALTH, DAVID MOUSAW, MD AS MEDICAL DIRECTOR OF THE PHYSICALLY HANDICAPPED CHILDREN'S AND CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAMS, JOHN RUGGE, MD AS MEDICAL DIRECTOR FOR THE DIVISION OF PATIENT SERVICES AND RICHARD LEACH, MD AS MEDICAL DIRECTOR FOR INFECTIOUS DISEASES - HEALTH SERVICES DEPARTMENT

WHEREAS, the New York State Department of Health requires that a Medical Director be appointed for the Division of Public Health and for the Physically Handicapped Children's and Children with Special Health Care Needs Programs within the Warren County Health Services Department, and

WHEREAS, the Public Health Director/Early Intervention Officer of the Health Services Department recommends the reappointment of Daniel Larson, MD as the Medical Director of the Division of Public Health and David Mousaw, MD as Medical Director of the Physically Handicapped Children's and Children with Special Health Care Needs Programs, and

WHEREAS, the Public Health Director of the Health Services Department also recommends the reappointment of John Rugge, MD as the Medical Director for the Division of Patient Services and Richard Leach, MD as Medical Director for Infectious Diseases, now, therefore, be it

RESOLVED, that Daniel Larson, MD and David Mousaw, MD, both of Upper Hudson Primary Care Consortium, Inc., 2 Broad Street, Glens Falls, New York 12801, be, and hereby are, reappointed as Medical Directors as described in the preambles of this resolution, for a term commencing January 1, 2008 and terminating December 31,

2009

RESOLUTION NO. 149 OF 20₀₈

Page 2, Continued

~~2008~~, and be it further

2009

RESOLVED, that John Rugge, MD of Upper Hudson Primary Care Consortium, Inc., 2 Broad Street, Glens Falls, New York 12801, and Richard Leach, MD, of 28 Sherman Avenue, Glens Falls, New York 12801, be, and hereby are, reappointed as Medical Directors as described in the preambles of this resolution, for a term commencing January 1, 2008 and terminating December 31, 2008.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Purpose of Contract Change: To amend agreement with Honeywell HomeMed LLC to reflect addendum to system supply agreement for Home Health Care to allow receipt of Lifestream software per attached agreement
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 136/2008 see attached
- (c) Name of Contractor: Honeywell HomeMed LLC
- (d) Address of Contractor: 3400 Intertech Drive, Suite 200, Brookfield, WI 53045
- (e) Contractor's Contact Person and Telephone Number: Don Frolo, 412-780--3-7
- (f) Commencement Date of Amendment: 12/5/08
- (g) Termination Date of Extension: 30 days written notice by either party
- (h) Payment Provisions:
 - i) lump sum amount \$5000, one time fee for Lifestream software monthly communication and licesne fee per attached addendum 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: A.4010.428 Health Services Data Processing Expense

Warren County Board of Supervisors
RESOLUTION NO. 136 OF 2008 **REVISED**

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

**AUTHORIZING EXTENSION AGREEMENT WITH HONEYWELL HOMMED, LLC TO
PROVIDE YEARLY SUPPORT AND COMMUNICATION FOR
TELEMED EQUIPMENT - HEALTH SERVICES**

WHEREAS, Resolution No. 468 of 2005 authorized an agreement with Honeywell HomMed, LLC to provide equipment and monitor communications for the Telemedicine Demonstration Program which program terminated on December 31, 2007, and

WHEREAS, Patricia Auer, Director of the Health Services Department is desirous of continuing the agreement with Honeywell HomMed, LLC to provide yearly support and monitor communication which is billed three (3) times during the year (February, May and October) which at the current rate is One Thousand Eight Hundred Sixty Dollars for the February and May payment and One Thousand Three Hundred Twenty Dollars for the October payment and have the agreement terminate upon thirty days written notice by either party and the Health Services Committee recommends extending the agreement as outlined herein, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement and/or extension agreement with Honeywell HomMed, LLC, 23262 Network Place, Chicago, Illinois 60673 to provide support and communications for the Telemed equipment for a term commencing January 1, 2008 and terminating upon thirty (30) days written notice for an amount not to exceed the amount set forth in the preambles of this resolution in a form approved by the County Attorney.

Honeywell HomMed

ADDENDUM to System Supply Agreement for Home Health Care

This Addendum, on this 24th day of October 2008 is made to the System Supply Agreement for Home Health Care (the "Agreement") made and entered into the 6th day of September 2005 by and between Honeywell HomMed LLC, a Delaware limited liability company, (herein "Supplier"), and Warren County on behalf of Warren County Health Services (herein "Customer") and is entered into along with the Agreement.

In consideration of the parties entering into the Agreement, the parties further agree as follows:

1. Supplier agrees to provide and Customer hereby agrees to utilize LifeStream for its receiving software;
2. Customer hereby agrees to pay a one-time fee of \$5,000 for the LifeStream software;
3. Supplier agrees to provide Customer with ten (10) Named Users for access to LifeStream; and
4. Section 5 of Exhibit D, Communication and License Fees, of the Agreement is hereby amended to read as follows:

Supplier shall invoice Customer monthly in advance a Communication and License Fee in an amount equal to (i) \$10.00 per month for each Monitor; (ii) \$3.00 per month for each ID Card for use on a Monitor with a swipe card reader, (iii) \$15.00 per month for each GPRS module, and (iv) \$25.00 per month for each Health Center.

Such change in Communication and License Fees will become effective upon installation of LifeStream

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Supplier:

Honeywell HomMed LLC,
a Delaware limited liability company
3400 Intertech Drive, Suite 200
Brookfield, WI 53045

Customer:

Warren County on behalf of Warren County Health Services
1340 State Route 9
Lake George, NY 12845

By: _____
Michael Benjamin, President

By: _____

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Purpose of Contract Change: To amend agreement with Honeywell HomeMed LLC to allow for receipt of Lifestream Interface software needed for use with Lifestream Platform that allows patient information data transfer between systems
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 136/2008 see attached
- (c) Name of Contractor: Honeywell HomeMed LLC
- (d) Address of Contractor: 3400 Intertech Drive, Suite 200, Brookfield, WI 53045
- (e) Contractor's Contact Person and Telephone Number: Don Frolo, 412-780--3-7
- (f) Commencement Date of Amendment: 12/5/08
- (g) Termination Date of Extension: 30 days written notice by either party
- (h) Payment Provisions:
 - i) lump sum amount \$5000, initial fee Lifestream Interface software per installation subscription fee \$3/month for less than 50 months, \$2/month per monitor for 51-300 monitors
 - 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: A.4010.428 Health Services Data Processing Expense

Warren County Board of Supervisors
RESOLUTION NO. 136 OF 2008 **REVISED**

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

**AUTHORIZING EXTENSION AGREEMENT WITH HONEYWELL HOMMED, LLC TO
PROVIDE YEARLY SUPPORT AND COMMUNICATION FOR
TELEMED EQUIPMENT - HEALTH SERVICES**

WHEREAS, Resolution No. 468 of 2005 authorized an agreement with Honeywell HomMed, LLC to provide equipment and monitor communications for the Telemedicine Demonstration Program which program terminated on December 31, 2007, and

WHEREAS, Patricia Auer, Director of the Health Services Department is desirous of continuing the agreement with Honeywell HomMed, LLC to provide yearly support and monitor communication which is billed three (3) times during the year (February, May and October) which at the current rate is One Thousand Eight Hundred Sixty Dollars for the February and May payment and One Thousand Three Hundred Twenty Dollars for the October payment and have the agreement terminate upon thirty days written notice by either party and the Health Services Committee recommends extending the agreement as outlined herein, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement and/or extension agreement with Honeywell HomMed, LLC, 23262 Network Place, Chicago, Illinois 60673 to provide support and communications for the Telemed equipment for a term commencing January 1, 2008 and terminating upon thirty (30) days written notice for an amount not to exceed the amount set forth in the preambles of this resolution in a form approved by the County Attorney.

LIFESTREAM INTERFACE AGREEMENT

THIS LIFESTREAM INTERFACE AGREEMENT ("Agreement") is made and entered into this 31st day of October 2008 by and between HONEYWELL HOMMED[®] LLC ("HomMed"), a Delaware limited liability company and Warren County on behalf of Warren County Health Services ("Lessee").

RECITALS:

HomMed and Lessee have entered into a System Supply Agreement for Home Health Care dated September 6, 2005 ("Supply Agreement"). In addition, HomMed has agreed to provide to Lessee and Lessee has agreed to procure from HomMed certain software interface services and Software (as defined below) as hereinafter described upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby promise and agree as follows:

1. **Services.** HomMed hereby provides to Lessee and Lessee hereby procures from HomMed the LIFESTREAM INTERFACE software interface services and Software described in the attached Schedule A (together, the "Services"). This agreement and pricing herein pertains to Honeywell HomMed's LIFESTREAM INTERFACE software only and does not include any costs or additional fees that may be incurred from any other third party software vendor.

2. **Supply Agreement.** The terms and conditions of the Supply Agreement are hereby incorporated in this Agreement except as modified herein. In the event of any conflict in any provision of the Supply Agreement and this Agreement, the language of this Agreement shall be controlling.

3. **Term of Agreement.** Except as set forth in Section 9 below, the term of this Agreement ("Term") shall be twelve (12) months commencing on the date set forth in the attached Schedule A. Except as set forth in Section 9 below, this Agreement shall be noncancelable by the parties during the initial twelve (12) month Term. After the initial twelve (12) month term has expired, this Agreement will automatically renew for additional twelve (12) month terms until terminated by either HomMed or Lessee by giving the other party thirty (30) days written notice of its intent to terminate this Agreement (any extension beyond the initial Term is referred to herein as an "Extended Term"). All terms and conditions of this Agreement shall continue in force for any Extended Term, provided, however, that the pricing during such Extended Term shall be the then-current pricing offered by HomMed.

4. **Fees.** As payment for the Services, Lessee shall pay to HomMed the initial fee and subscription fee set forth in the attached Schedule A. The initial fee shall be paid upon installation of the Services and the subscription fee shall be paid on a monthly basis within fifteen (15) days from the date of the monthly invoice. Any payments not made when due shall bear interest from the due date at the rate of twelve percent (12%) per annum or, if lower, the highest interest rate allowed by law, compounded monthly until paid, together with all costs and expenses, including reasonable attorney's fees, incurred by HomMed in collecting such overdue amount. Lessee's obligation to pay the fees and any other amounts due hereunder shall be absolute and unconditional and not subject to abatement, setoff, defense or counterclaim.

5. **Taxes.** Lessee shall pay all license fees, assessments and other government charges on the Internet application services and Software during the Term and any Extended Term and shall pay all sales, use, excise, or similar taxes imposed or levied by any state or federal or local government or agency upon the Initial Fee and the Subscription Fee or other payments thereof.

6. **Warranty and Maintenance.** HomMed will maintain the Services during the term of this Agreement. HomMed warrants that the LIFESTREAM INTERFACE software interface(s) delivered by HomMed will operate in accordance with HomMed's published user documentation for the Software.

7. **Insurance.** Lessee shall at all times during the Term and any Extended Term, at Lessee's expense, maintain Commercial General Liability Insurance insuring Lessee's indemnification obligations set forth below in such amounts in such form and with such insurers as shall be reasonably satisfactory to HomMed. Each such insurance policy shall name HomMed as an additional insured and shall contain a clause requiring the insurer to give HomMed at least thirty (30) days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall provide HomMed with certificates of insurance setting forth the foregoing coverage.

8. **Indemnification.** Lessee will indemnify, defend and hold harmless HomMed against third party claims caused by Lessee's breach of the terms of this Agreement, Lessee's negligence or Lessee's failure to use the Services in accordance with instructions and guidelines provided to Lessee by HomMed.

9. **Termination.** This Agreement may be terminated prior to the expiration of the Term or Extended Term as follows:

- (a) immediately and without notice by HomMed if Lessee is adjudicated as bankrupt, suspends business, becomes insolvent, makes an assignment for the benefit of creditors or enters into or petitions for a creditor's arrangement;
- (b) by HomMed if Lessee shall fail to perform any agreement, covenant, condition or term of this Agreement or the Supply Agreement, including, but not limited to, any payment due pursuant to this Agreement or the Supply Agreement, and such default shall continue for a period of five (5) days after written notice thereof to Lessee; or
- (c) immediately and without notice by HomMed if Lessee's use of the Equipment subjects HomMed to any civil or criminal liability.

Upon the expiration of the Term or Extended Term, or pursuant to subparagraphs (a), (b) or (c), above, upon proper notice of default or immediately, as the case may be, HomMed shall terminate access to the secure Internet website and this Agreement shall terminate.

10. **Notice.** All notices or other communications required or permitted hereunder shall be as set forth in the Supply Agreement.

11. **Waiver.** The waiver by either party hereto of a breach of any provision of this Agreement or the Supply Agreement shall not be deemed a waiver by such party of any subsequent breach.

12. **Assignment.** Lessee may not assign this Agreement or any interest herein, without the consent of HomMed, which may be withheld in HomMed's sole discretion.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Honeywell HomMed

14. Forum; Choice of Law. Any dispute arising under this Agreement shall be resolved by civil action in the state or federal courts of the State of New York, which shall serve as the exclusive forum regardless of forum non-conveniens principles, and each party hereby submits to the exercise of personal jurisdiction over it by said court. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflicts of laws.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a written amendment signed by both parties.

16. Relationship of the Parties. The relationship of the parties under this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to render the parties partners or joint venturers. Nothing contained in this Agreement shall be construed to create a franchise or make either party the franchisee of the other.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day, month and year first above written.

HONEYWELL HOMMED® LLC
3400 Intertech Drive, Suite 200
Brookfield, WI 53045

WARREN COUNTY
1340 State Route 9
Lake George, NY 12845

By: _____
Michael Benjamin, President

By: _____

SCHEDULE A

Services Provided: HomMed will provide Lessee with the LIFESTREAM INTERFACE software for use with the LifeStream Platform that allows patient information data transfer between systems.

Commencement Date of Agreement:
Upon product installation

Initial Fee: The price for the above named LIFESTREAM INTERFACE software is \$5,000 per installation.

Subscription Fee: The Subscription Fee is \$3 per Monitor per month for less than 50 Monitors, \$2 per Monitor per month for 51 to 300 Monitors, or \$1 per Monitor per month for over 300 Monitors.

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Title of Requested Position: Per Diem Health Educator
- (b) Annual **Base** Salary (and Grade if Applicable): \$34,178 prorated to hourly rate of \$16.15, Grade 14
- (c) Effective Date for New Position:* 1/1/09
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable): 30 hour Health Educator position deleted
- (e) Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount: A.4189.130 Bioterrorism, Part Time Salaries
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title?: Yes (This is necessary **BEFORE** bringing the request to committees.)
- (g) Is this a mandated position? If so, please explain: No
- (h) Is there expected revenue from this position? If so, please explain: Position is 100% reimbursed by Emergency Preparedness Grant (Bioterrorism) and is dependent on grant funding. If grant does not reimburse - position is deleted.

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: Health Services

DATE: December 5, 2008

- (a) Purpose of Amendment: To adjust 2009 Budget to reflect new Per Diem Health Educator position
- (b) Appropriation Code (with title), Object Code (with title) and Amount: A.4189.130 Bioterrorism Part Time Salaries \$7200
- (c) Revenue Code (with title), and Amount: A.4189.260 Bioterrorism - Other Equipment (\$7500), A4189.410 Bioterrorism - Supplies (\$4100), A.4189.470 Bioterrorism - Contract (\$5000)

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: Health Services

DATE: December 5, 2008

- (a) Purpose of Amendment: To amend 2008 budget to reflect grant decrease from \$15,620 to \$14,301 for grant year 1/1/08 to 3/31/09
- (b) Appropriation Code (with title), Object Code (with title) and Amount: n/a
- (c) Revenue Code (with title), and Amount: A.4018.0030.3407 Disease Control Revenue

Note: not necessary to amend contract since Resolution 510/2008 written in language "not to exceed".



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
Executive Deputy Commissioner

December 2, 2008

DOH Provides Revised Budget

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

RE: Contract #C-023221

Dear Ms. Auer:

In the August 19, 2008 Special Session of the Legislature called by Governor Paterson to address the state's fiscal crisis, reductions were made to certain appropriations. These reductions apply to rabies contracts in the Zoonoses Program. Consequently, the above referenced contract must be reduced by \$1,319.

In order to implement this reduction, the budget included in this contract must be adjusted downward. Attached is a revised budget (Appendix B) in which funds were moved from available budget lines to a new budget line entitled "2008-2009 Special Session Budget Reduction." Please review this revised budget and sign where noted to indicate your agreement. You must return your signed budget modification within 5 business days from the receipt of this letter to:

Renee Lund-Feisthamel
Health Program Administrator
Zoonoses Program
New York State Department of Health
ESP- Corning Tower- Rm. 621
Albany, New York 12237

Please note that if the 2008-2009 NYS budget included a cost of living adjustment (COLA) for your contract, you will be notified by separate letter. Please contact Renee Lund-Feisthamel or me at (518) 474-3186 if you have any questions.

Sincerely,

Jodi Schoen
Health Program Administrator
Zoonoses Program

cc: Tawn Driscoll

BUDGET MODIFICATION

Contractor: Warren County Dept of Health

Contract # C-023221

Contract Period: 1/1/08 - 3/31/09

BUDGET ITEMS	ORIGINAL BUDGET	CHANGE + OR -	REVISED 15 MONTH BUDGET 1/1/08-3/31/09	REVISED 12 MONTH BUDGET 4/1/08-3/31/09	Voucher To Date	2008-2009 Balance
Personal Services (PS) Positions Supported:						
Positions (Salaries) Subtotal						
Fringe Benefits						
Salaries + Fringe Benefits Subtotal						
OTHER THAN PERSONAL SERVICES (OTPS)						
Human Treatment \$1,000/individual treated						
Specimen Preparation \$25/bat specimen						
\$60/small animal specimen						
\$75/large animal specimen						
Pet Vaccination Clinics (every 4 months) \$5,000/year						
2008-2009 Special Session Budget Reduction		(\$1,319)				
GRAND TOTAL	\$ 15,620.00	(\$1,319)	\$ 14,301.00	\$ 14,301.00	\$ 6,538.88	\$ 7,762.12

Signature: _____ Title: _____ County Representative Date: _____

Warren County Board of Supervisors

RESOLUTION NO. 510 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

AUTHORIZING AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF HEALTH FOR REIMBURSEMENT OF RABIES EXPENSES AND AUTHORIZING COST OF LIVING ADJUSTMENT - HEALTH SERVICES DEPARTMENT

WHEREAS, Resolution No. 253 of 1996 (most recently amended by Resolution No. 603 of 2003) authorized an agreement between the County of Warren and the New York State Department of Health for reimbursement of costs relating to rabies intervention and clinics, and

WHEREAS, the Director of Public Health/Patient Services has advised that the New York State Department of Health Zoonoses Program will now provide reimbursement to Counties of rabies expenses through a new grant contract with a term commencing January 1, 2008 and terminating March 31, 2012, for an amount not to exceed Sixty-Four Thousand Seven Hundred Twenty-Five Dollars (\$64,725) for the five (5) year term, and

WHEREAS, the Director of Public Health/Patient Services has also advised that the Health Services Department has received a cost of living adjustment (COLA) for the rabies reimbursement program in an amount of Seven Hundred Twenty-Two Dollars (\$722), for the period commencing April 1, 2007 and terminating March 31, 2008, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement as described in the preambles of this Resolution with the New York State Department of Health, Bureau of Communicable Disease, Zoonoses Program, GNARESP Corning Tower, Room 621, Albany, New York 12237,

RESOLUTION NO. 510 OF 2008

Page 2, Continued

for a term commencing January 1, 2008 and terminating March 31, 2012, in an amount not to exceed Sixty-Four Thousand Seven Hundred Twenty-Five Dollars (\$64,725) for the five (5) year term, in a form approved by the County Attorney, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute a cost of living adjustment certification relating to the rabies reimbursement program with the New York State Department of Health, for an amount of Seven Hundred Twenty-Two Dollars (\$722) for the period of April 1, 2007 and terminating March 31, 2008 in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 565 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

**AUTHORIZING EXECUTION OF CURRENT GRANT AGREEMENTS
WITH NEW YORK STATE DEPARTMENT OF HEALTH REFLECTING
TWO PERCENT (2%) REDUCTIONS AND AUTHORIZING RECEIPT
OF COST OF LIVING ADJUSTMENT (COLA) FUNDS
- HEALTH SERVICES DEPARTMENT**

WHEREAS, the Warren County Health Services Department has several current grant agreements with New York State wherein New York State has advised that due to budget reductions in the State budget, the current grant agreements, attached hereto as Schedule "A", will be reduced by two percent (2%), and

WHEREAS, during the term of the grant agreements, New York State gives the County Cost of Living Adjustment (COLA) payments if additional funds are available, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute agreements with New York State for the current grant agreements listed on Schedule "A" attached hereto, reflecting the two percent (2%) reduction in a form approved by the County Attorney, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute and documents necessary to accept any Cost of Living Adjustment (COLA) payments that the County may receive in a form approved by the County Attorney.

SCHEDULE "A"

<u>GRANT</u>	<u>TERM</u>
Childhood Lead Poisoning Prevention Program	04/01/08 - 03/31/09
Rabies Reimbursement	01/01/08 - 03/31/12
Early Intervention Administration	10/01/08 - 09/30/09
Children With Special Health Care Needs	10/01/08 - 09/30/09
Women, Infants and Children (WIC) Program	10/01/08 - 09/30/09
Public Health Preparedness and Response to Bioterrorism Plan	08/10/08 - 08/09/09
Immunization Action Plan	04/01/08 - 03/31/13

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement to provide Speech Therapy services
- (c) Name of Contractor: Jessica Purvis
- (d) Address of Contractor: 30 Cherry Tree Lane, Wilton, NY 12831-2603
- (e) Contractor's Contact Person and Telephone Number: Jessica Purvis, 583-4629
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract: 1/1/09
- (h) Termination Date of Contract: 30 days written notice by either party
- (i) Payment Provisions:
 - i) lump sum amount at agreed upon established per individual visit or meeting rate upon receipt of required documentation for each visit at following rates: Region 1: evals \$55, revisits \$53; Region 1: evals \$60, revisits \$60; OASIS: \$15 per patient; Meetings: \$40
 - 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. Bi-monthly)
- (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: A4010.10.470 Health Services CHHA, A4016.10.470 Long Term Home Health Care Program



HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM

Print Date: 07/10/08

583-4629

Producer 018098	Branch 970	Prefix HPG	Policy Number 0312392338	Policy Period from: 12:01 AM Standard Time on: 07/01/08 to: 12:01 AM Standard Time on: 07/01/09
Named Insured and Address: Jessica K Purvis 30 Cherry Tree Ln Wilton, NY 12831-2603 Medical Specialty: Speech Language Pathologist			Code: 80716	Program Administrator: Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218 Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 10,000	aggregate
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 10,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid			\$ 2,500	aggregate
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability		\$1,000,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 136.00

QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at inception:

G-121500-C G-121503-C G-121501-C G-145184-A
G-147292-A G-144872-A G-123813-C31 G-123814-D31 G-123846-D31
G-121486-B G-123828-B G-123819-D31

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement to provide Physical Therapy services
- (c) Name of Contractor: Kathleen Fraser
- (d) Address of Contractor: 7 Pinewood Avenue, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Kathleen Fraser, 1-413-530-2933
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract: 1/1/09
- (h) Termination Date of Contract: 30 days written notice by either party
- (i) Payment Provisions:
 - i) lump sum amount at agreed upon established per individual visit or meeting rate upon receipt of required documentation for each visit at following rates: Region 1: evals \$55, revisits \$53; Region 1: evals \$60, revisits \$60; OASIS: \$15 per patient; Meetings: \$40
 - 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. Bi-monthly)
- (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: A4010.10.470 Health Services CHHA, A4016.10.470 Long Term Home Health Care Program



**SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

1-413-530-2933

018098	970	HPG	0412009411	from: 12:01 AM Standard Time on: 09/08/08 to: 12:01 AM Standard Time on: 09/08/09
Kathleen A Fraser 7 Pinewood Ave Queensbury, NY 12804-1013			Code: 80995	Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Physical Therapist				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 5,000	per proceeding	\$ 12,500	aggregate
Defendant Expense Benefit			\$ 5,000	aggregate
Deposition Representation	\$ 1,250	per deposition	\$ 2,500	aggregate
Assault	\$ 5,000	per incident	\$ 12,500	aggregate
Medical Payments	\$ 1,000	per person	\$ 50,000	aggregate
First Aid			\$ 1,250	aggregate
Damage to Property of Others	\$ 250	per incident	\$ 5,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability		\$500,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 153.00

QUESTIONS? CALL: 1-800-982-9491

G-121500-C G-121503-C G-121501-C G-145184-A
G-147292-A G-144872-A G-123813-C31 G-123814-D31 G-123846-D31
G-123819-D31

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Loraine Hef
Chairman of the Board

John M. Zickler
Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To develop contract with Adirondack Manor HFA to provide services for Assisted Living Program
- (c) Name of Contractor: Adirondack Manor HFA
- (d) Address of Contractor: 4 Chelsea Place, Suite 101, Clifton Park, NY 12065
- (e) Contractor's Contact Person and Telephone Number: James Kane, 371-4265, Fax 371-3218
- (f) Has or will the Contract be provided, if so, please attach: Agency provided draft but will need to work with co. atty. for specifics
- (g) Commencement Date of Contract: 1/1/09
- (h) Termination Date of Contract: 30 days by either party
- (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.
Monthly, per individual service provided at agency private pay rated cost per visit
- (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: A.4010.1610 Health Services Home Nursing Services Revenues

Adirondack Manor HFA

4 Chelsea Place - Suite 101
Clifton Park, NY 12065
(518) 371-4265 (telephone)
(518) 371-3218 (facsimile)

November 19, 2008

Patricia Auer
Director of Public Health
Warren County Health Services
1340 Route 9
Lake George, NY 12845

Re: Request to Contract

Dear Mrs. Auer:

I enjoyed meeting with you and your staff on October 24, 2008. At that meeting, we discussed the next steps in forming a contractual relationship for the provision of CHHA services to our recently approved Assisted Living Program.

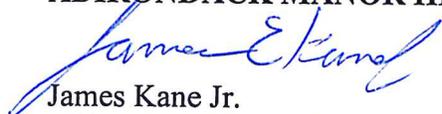
Please consider this letter to be a formal request to develop a contract for CHHA services as outlined in regulation and as discussed at our meeting.

I had asked for consideration of a reduced rate for the completion of PRI's that are billable to our program. I ask this due to the fact that our reimbursement is substantially less than skilled nursing facilities. I was hoping to attain a rate in the range of \$100.00. I also understand that you will attach a fee schedule as part of the contract for any nursing services that are billable to our program. This includes PT, OT, ST, and skilled nursing. Again, any assistance with a reduced rate would be of great help for the same reasons as stated above.

I look forward to contracting with your agency. Please feel free to call or e-mail with any additional questions or concerns.

Sincerely,

ADIRONDACK MANOR HFA



James Kane Jr.
Adirondack Manor Homes
4 Chelsea Place, Suite 101
Clifton Park, NY 12065
518-371-4265
518-265-6791 (cell)
jkanejr@adirondackmanor.com

Auer, Pat

From: Jim Kane Jr. [JKaneJr@AdirondackManor.com]
Sent: Friday, October 17, 2008 11:00 AM
To: Auer, Pat
Subject: Sample contracts as discussed on phone call

Patricia Auer

Thanks for taking the time to speak with me this morning. I have attached 2 sample contracts for your review. The contracts are written to cover the requirements of a ALP Program. I have spoken to a number of ALP Programs and they tell me the following. The main function of the CHHA is:

- to participate in the initial screening (pri) and development of the plan of care. This is done in coordination with our ALP Registered Nurse
- there is no longer a requirement for a 45 day reassessment
- 6 month reassessments
- Reassessments when a change in care necessitates. (this is identified by our staff and then we contact you)
- Provision of nursing services, pt, ot, st, etc as identified when they occur.

The contract talks of the CHHA's responsibility to obtain medical orders, reporting to the physician, etc. The reality is that the actual work of that is done by our RN and/or case manager. We would forward copies of requested documents to you.

There are some sections that talk about personnel and training/recruitment. We will hire Home health Aides for the provision of the home care services through our Licensed home care agency. Our agency is approved and will only provide services within the ALP program. One of the contracts talk about the CHHA overseeing our hiring/recruitment and billing for orientation to the facility. It is not our intention for the CHHA to perform this function.

I hope this helps and I look forward to moving this process forward.

James E. Kane Jr.

12/4/2008

Draft

Trash - Als call to discuss -

Close

CONFIDENTIAL

~~the~~ will need negotiate rates yearly
AGREEMENT

and develop CONTIN... Appendix to last changed

This Agreement is made and entered into this 9th day of September, 19... by and between the ... located at ... County of ... and hereinafter referred to as the "ALP", and ... located at ... NY ... and hereinafter referred to as the "CHHA".

WITNESSETH

Whereas, the purpose of this Agreement is to provide home health services to individuals enrolled in the Assisted Living Program, to that end, the two parties agree to the following:

FIRST: The ALP will provide the residential component of the program to its enrollees including the following: room, board, housekeeping, supervision, personal care services, related supplies, and case management. In addition, the ALP will provide all personal care aide and home health aide services unless such services are expressly requested from the CHHA during the term of this Agreement.

SECOND: The CHHA will provide home care services to enrollees in the ALP including skilled nursing, physical therapy, occupational therapy, speech therapy, ~~respiratory therapy~~, medical social worker and registered dietitian. The CHHA will participate in the assessment and reassessment process for all ALP enrollees consistent with status and regulations pertaining to the ALP programs.

based on CMS Guidelines for

THIRD: Referrals to the ALP program will be initially screened by designated staff of the ALP to determine whether the program can appropriately support the physical, supervisory and psychosocial needs of the individual for the purpose of determining if a potential resident is definitely appropriate for admission to the program. The initial screening will include an interview with the potential resident and/or the individual's representative.

FOURTH: Following this first screening, individuals considered potentially appropriate for admission to the ALP will be jointly assessed by the ALP and CHHA. The ALP will contact the CHHA to arrange for each assessment. The CHHA will have twenty-four (24) hours to conduct a nursing assessment (PRI screening) for each potential resident utilizing a registered nurse. Designated staff from the ALP will conduct a social assessment. The CHHA RN will complete the patient review instrument (PRI) and associated screen, the ALP will complete the admission screen.

If a proposed resident has a known history of chronic mental disability or, if the medical evaluation, resident interview, or any assessment suggests that such a disability exists, the ALP will arrange for the completion of a mental health evaluation to be conducted by a psychiatrist, psychologist, physician, nurse or social worker who has experience in the assessment and treatment of mental illness.

FIFTH: Following the completion of the joint assessment, a Resource Utilization Group (RUG) category will be determined by the CHHA for each potential resident for purposes of ALP reimbursement through the Medicaid program.

SIXTH: If the ALP and the CHHA determine that an individual is not appropriate for admission to the ALP program, the referral source will be informed by the ALP so other discharge/placement activities can be initiated on behalf of the individual. In the event the ALP and CHHA disagree regarding an individual's inability for admission, assessment, reassessment and/or plan of care, then they are unable to provide ALP services and the individual will not be appropriate for admission to the ALP program and the ALP will be responsible for coordinating discharge/placement activities.

SEVENTH: If the joint assessment determines a Medicaid eligible individual to be appropriate for admission to the ALP, the results of the assessment will be sent to the local Department of Social Services (DSS) by the ALP. If the local DSS is in Agreement with the assessment, a forty-five (45) day authorization for payment to the ALP will be made. If the local DSS is not in Agreement, the assessment materials shall be forwarded by the local DSS to the Local Professional Director for review and a final decision.

EIGHTH: The CHHA will develop the Plan of Care for all individuals deemed eligible for admission to the program. The care plan will reflect orders submitted by the resident's physician and the results of the assessment process. The care plan will clearly specify the services to be provided, their frequency and which party, CHHA and ALP, is responsible for providing. The Plan of Care will be updated by the CHHA in accordance with New York State Department of Health regulations.

NINTH: Personal care services (PCA) and home health aide services (HHA) as needed and reflected in the care plan will be provided by the ALP through its licensed home care agency in collaboration with the local DSS as case managers for Medicaid clients insofar as the client is covered by Medicaid.

TENTH: The CHHA will directly arrange, provide and supervise only qualified personnel for skilled nursing services, physical therapy, occupational therapy and speech therapy, all inclusive list of services as needed for ALP residents based upon their physician's orders and the plan of care. The CHHA will maintain personnel records, including health and immunization records, continuing education and annual evaluations on their staff.

Contract for Services

ELEVENTH: A reassessment of each resident will be jointly conducted by the ALP and CHHA within forty-five (45) days of the initial admission and then every six (6) months, thereafter, unless the resident's physical/mental condition changes to require a reassessment more frequently.

The ALP will notify the CHHA of impending reassessments thirty (30) days before they are due. If a resident's condition requires an alteration in the plan of care, the CHHA will make the necessary alterations, obtain physicians orders, advise the ALP of said changes, and make the necessary arrangement for services. Further, if a resident's designated RUG category changes, a joint reassessment of the resident will be conducted and further authorization sought from the local DSS if applicable. If the ALP and CHHA disagree regarding appropriateness of retaining a resident within the program, then they are unable to provide ALP services and the individual will no longer be appropriate for the ALP program. The ALP will be responsible for conducting discharge/placement activities.

TWELFTH: In fulfilling their resident responsibilities, the ALP and CHHA agree to the following:

(A) The CHHA will submit monthly billings, by the 15th of the subsequent month, to the ALP for home care and assessment services provided to ALP residents in accordance with the fee schedule in Addendum A and made part of this Agreement. Such billings will describe the home care services provided to each resident and the length of time required to provide each service. Time recorded for each resident's service shall be stated in fifteen (15) minute increments. Payment will be made to the CHHA by the ALP within thirty (30) days of receipt of the billing. The CHHA will maintain records of all financial transactions with the ALP for the duration of this Agreement and for a four year period following termination of this Agreement.

Invoices not paid within sixty (60) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum permitted by applicable law, whichever is less.

If payments are not made on the ALP account and if the account is delinquent ninety (90) days or more, CHC may declare the full amount due by default. Any collection costs, attorney fees, and court costs on behalf of the CHHA will be charged to the ALP account.

(B) The ALP and CHHA shall designate persons within their respective organizations who shall have the responsibility for coordinating assessments and reassessments and handling any problems regarding service delivery, billing procedures, and any other matters incidental to carrying out the provisions and purposes of this Agreement.

Contract for Services

(C) Neither the ALP or CHHA shall discriminate nor permit discrimination against any employee, applicant, or resident on the grounds of age, race, color, religion, handicap, sex, marital status, creed, or national origin in any manner prohibited by the laws of the United States or of the State of New York.

(D) In the event that the Secretary of Health and Human Services or the Comptroller General of the United States, or their representatives, determines that this Agreement is a contract as described in Section 1861 (v) (1) (i) of the Social Security Act, the parties agree that until the expiration of four years after the furnishing of services pursuant to this Agreement, the parties shall make available, upon written request to the parties or the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records of the parties that are necessary to certify the nature and extent of costs paid by the parties pursuant to this Agreement. If the parties carry out any of the duties of the Agreement through a subcontract with a value or a cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

(E) The CHHA and ALP agree to discuss with the other Administrator any problems which arise regarding the ability of the CHHA's or ALP's personnel to perform their expected roles, or relationships with the resident, family, or Licensed Home Care Service Agency Director.

(F) All personnel of the CHHA and ALP shall remain employees or agents of their respective agency. The CHHA employees are not employees of the ALP and vice versa. Therefore, the CHHA and ALP shall pay all wages, salaries and other costs of its personnel and ensure compliance with all applicable federal, state and local withholding tax and Social Security regulations, Workers Compensation, and with all recording and reporting requirements.

(G) The CHHA shall insure that all of its personnel abide by all policies and practices of the ALP during the performance of their responsibilities under this Agreement. The ALP shall insure that all of its personnel abide by all policies and practices of the CHHA during the performance of their responsibilities under this Agreement. Policies and procedural manuals are available for review and reference upon request.

(H) The CHHA shall make appropriate staff available for attendance at case conferences at the request of the ALP. The ALP shall make appropriate staff available for attendance at case conferences at the request of the CHHA. The CHHA will be paid in accordance with the rate schedule in effect for time spent case conferencing.

Contract for Services

(I) The CHHA shall maintain liability insurance covering the services to be rendered pursuant this Agreement in an amount not less than \$1,000,000/\$3,000,000. The ALP shall maintain liability insurance covering the services to be rendered pursuant this Agreement in an amount not less than \$1,000,000/\$3,000,000.

(J) The CHHA will maintain a confidential clinical record for each resident to include identifying resident data, physician orders, resident assessments, plan of care, signed and dated progress notes for each resident contact, and supervisory notes at its offices. A copy of the documents pertaining to the resident's ongoing care, to include the plan of care, progress notes and aide supervisory notes, will be made available to the ALP for inclusion in program records.

(K) When dealing with Human Immunodeficiency Virus (HIV) information, it is understood by each party that this information has been disclosed from confidential records which are protected by state law. State law prohibits either party from making further disclosure of this information without specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

(L) Notwithstanding any other provision in this Agreement, the CHHA remains responsible for: (1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and Local statutes, rules or regulations, (2) planning, coordinating, and ensuring the quality of services provided by the CHHA, and (3) ensuring compliance with CHHA staff to the resident's plan of care as established.

(M) Notwithstanding any other provisions in the Agreement, the ALP remains responsible for: (1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and Local statutes, rules or regulations, (2) planning, coordinating, and ensuring the quality of services provided by the ALP, and (3) ensuring compliance with ALP staff to the resident's plan of care as established.

(N) All ALP and CHHA personnel shall comply with New York State Department of Health rules and regulations.

(O) When deemed appropriate by the CHHA, in accordance with Federal Medicare regulations, the CHHA will maximize Medicare. Services provided by the CHHA will be accordingly billed to Medicare until services are deemed inappropriate for Medicare reimbursement. The CHHA will keep the ALP informed of the status of such cases.

Contract for Services

THIRTEENTH: This Agreement and any attachments constitute the entire contract between the parties. The Agreement may be modified or amended by mutual consent of the parties. Any such modification or amendment must be in writing duly executed by the parties and shall be attached and become part of this Agreement.

FOURTEENTH: This Agreement shall become effective on the date first written above and shall remain in effect for one (1) year thereafter, and may be extended after annual review by written Agreement by both parties. The Agreement may be terminated by either party by giving forty-five (45) days written notice to the other party. All written notices affecting Agreement termination must be delivered by Certified or Registered Mail. The date of deposit of any notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed to be the date of delivery thereof.

FIFTEENTH: Neither party shall assign or in any way transfer any interest in this Agreement without the prior written consent of the other party. Any assignment, transfer, or subcontract shall be attached together with the consent to this Agreement and made a part thereof.

SIXTEENTH: Indemnification - Each party agrees and does hereby indemnify and hold the other party harmless from and against any and all liability or loss, together with all reasonable costs and expenses relating thereto including legal and accounting fees, resulting from any breach of any of the covenants, representations and warranties made by either party herein or of any act or omission by any of either party's agents or employees. The parties further agree and do hereby indemnify and hold the other party harmless from and against any and all liability, costs and expenses (including legal and other expenses incident thereto) resulting from causes of action or claims of any kind asserted by unrelated parties arising from actions or omissions of the other party, its agents or employees.

SEVENTEENTH: The ALP will submit the contract for review to the Department of Health thirty (30) days prior to the provision of services by the CHHA.

In Witness whereof, the Agreement has been duly executed and signed by:

Signatures of parties involved

ASSISTED LIVING PROGRAM

CONTRACT BY AND BETWEEN

ADIRONDACK MANOR HOME FOR ADULTS
D/B/A ADIRONDACK MANOR ASSISTED LIVING PROGRAM

AND _____

THIS AGREEMENT is made and entered into this ____ day of _____, 2007 by and between _____ having its principal office at _____, hereinafter referred to as the "Certified Home Health Agency", or "CHHA," and ADIRONDACK MANOR HOME FOR ADULTS D/B/A ADIRONDACK MANOR ASSISTED LIVING PROGRAM, having its principal office at 653 Bay Road, Queensbury, New York, hereinafter referred to as "ALP."

WITNESSETH:

That for and in consideration of the mutual promises contained herein, it is understood and agreed by the parties as follows:

SECTION I - PURPOSE

The purpose of this agreement is for the CHHA to provide the ALP with the services of Registered Nurses and an assessment team to assess patient care requirements (hereinafter collectively referred to as "services"), pursuant to the statute and regulations governing the ALP. Services may be provided to persons who are entitled to home care benefits through Medicaid. The CHHA and the ALP bear mutual responsibility for the administration of these home services and the decision as to when and by whom services are to be provided.

The services will be rendered at the ALP location as listed herein, or such other locations as may become necessary in the administration of the ALP.

The parties also agree that, should the ALP require to contract services of a physical, occupational or ~~respiratory therapist~~, speech pathologist; or ~~audiologist~~, the parties shall enter into discussions to further contract for these services.

SECTION II - CHHA RESPONSIBILITIES

The CHHA shall:

1. Retain full responsibility for obtaining medical orders, establishing the plan of care, reporting to the physician any changes or progress and making plans for the services, frequency, hours, and when to terminate, all in the scope of the regular duties of the Registered Nurse.
2. Assist the ALP in assessing the need for services which can be supplied by the ALP.

3. Discuss with the ALP's Administrator any problems which arise regarding the ability of the CHHA's or the ALP's personnel to perform the role expected, or in his/her relationships with the patient, family, or the supervising nurse.
4. Notify the ALP of any significant change in time schedule weekly plan, and otherwise ensure the prompt and timely delivery or services as required.
5. Submit an invoice for payment for the services received by the ALP's patients to the ALP.
6. Conduct and administer a comprehensive program for recruitment of persons to provide services under this Agreement.
7. Ensure that each person who applies for employment by it in whatever job category meets the minimum health requirements established by the ALP and the CHHA for such personnel, including physical examination, tuberculosis and rubella testing, and requirements as to selection and training as specified by applicable federal and state law.
8. Provide, upon the request from ALP and to the extent that they are available, such personnel as the ALP may specify for its assignments.
9. Prepare and keep such records and data as may reasonably be required, and maintain daily reports for statistical and billing purposes.
10. All CHHA personnel shall remain employees or agents of the CHHA and are not employees of the ALP. Therefore, the CHHA shall pay all wages, salaries and other costs of its personnel and ensure compliance with all applicable federal, state, and local withholding tax and Social Security Regulations, Workers Compensation, and with all recording and reporting requirements. (Certificate of Insurance attached).
11. Ensure that CHHA personnel abide by all policies and practices of the ALP during the performance of their responsibilities under this agreement.
12. The CHHA shall make its staff available for attendance at case conferences at the request of the ALP.
13. Notwithstanding any other provisions in this contract, the CHHA remains responsible for:
 - (a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of federal, and state and local statutes, rules and regulations;
 - (b) planning, coordinating and ensuring the quality of all services provided;
 - (c) ensuring adherence by all staff to the ALP's plan of care established for patients.

14. Maintain liability insurance covering the services to be rendered pursuant to this agreement. The coverage is no less than \$1,000,000/\$3,000,000.

SECTION III - ALP RESPONSIBILITIES

1. Consult with the CHHA with respect to the qualification of its personnel for the assignments to be made.
2. Establish and maintain minimum standards specifications of services to be performed by CHHA personnel under this Agreement.
3. ALP personnel will complete all patient records and related documentation required in a timely and professional manner consistent with the policies of the ALP and the CHHA.
4. The patients and their records remain property of the ALP.
5. Notwithstanding any other provision pursuant to this contract the ALP remains responsible for: (a) ensuring that any services provided pursuant to this contract comply with all pertinent provisions of federal, state, and local statutes, rules and regulations; (b) ensuring the quality of all services provided by the ALP; and (c) ensuring adherence by all staff to the ALP's plan of care established for patients.

SECTION IV - MUTUAL RESPONSIBILITIES

The CHHA and ALP shall:

1. Designate a person within each agency who shall have responsibility for coordinating assignments of CHHA personnel.
2. Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.
3. Not discriminate or permit discrimination against any employee, applicant, or patient on the grounds of age, race, color, relation, handicap, sex or national origin in any manner prohibited by the laws of the United States or of the State of New York.
4. Maintain the confidentiality and privacy of the patient records.
5. When dealing with Human Immunodeficiency Virus (HIV) information it is understood that this information has been disclosed from confidential records which are protected by state law. State law prohibits making further disclosure of this information without specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any

authorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

6. In the event that the Secretary of Health and Human Services or the Comptroller General of the United States, or their representatives, determines that this contract is a contract as described in Section 1861 (v) (1) (I) of the Social Security Act, the parties agree that until the expiration of four years after the furnishing of services pursuant to this agreement, the parties shall make available, upon written request of the parties or the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records of the parties that are necessary to certify the nature and extent of costs paid by the parties pursuant to this agreement. If the parties carry out any of the duties of the agreement through a subcontract with a value or a cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

SECTION V - PAYMENT

For the term of the agreement, the ALP will pay to the CHHA the fee set forth on schedule "A" hereto, for all services rendered. Payment is due within 60 days of invoice date. The CHHA shall bill the ALP at one half of this hourly rate for the orientation of newly assigned employees, such orientation to be conducted by the ALP. Any mileage incurred in travel shall be borne solely by the CHHA.

SECTION VI

TERMS OF AGREEMENT - MISCELLANEOUS

It is understood and agreed by and between the parties hereto that:

1. This agreement and any attachments constitute the entire contract between the parties, and may be changed or modified only by a subsequent written agreement.
2. This Agreement shall become effective on _____, 2007 and shall remain in effect for one year thereafter, and may be extended after yearly review by a written statement by both parties. It may be terminated by either party upon 30 days advance written notice to the other party prior to the expiration date. All written notices effecting agreement termination must be delivered by Certified or Registered Mail. The date of deposit of any notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the

date of delivery thereof.

3. Neither party shall assign or in any way transfer any interest in this Agreement without the prior written consent of the other party. Any assignment, transfer, or subcontract shall be attached together with the consent to this Agreement and made a part thereof.

SECTION VIII - INDEMNIFICATION

1. By CHHA: The CHHA agrees and does hereby indemnify and hold the ALP harmless from and against any and all liability or loss, together with all reasonable costs and expenses relating thereto including legal and accounting fees, resulting from any breach or alleged breach of any of the covenants, representations and warranties made by the CHHA herein or of any act or omission by any CHHA's agents or employees. The CHHA further agrees and does hereby indemnify and hold the ALP harmless from and against any and all liabilities, costs and expenses (including legal and other expenses incident thereto) resulting from causes of action or claims of any kind asserted by unrelated third parties arising from actions or omissions of the CHHA, its agents or employees.
2. By the ALP: the ALP agrees and does hereby indemnify and hold the CHHA harmless from and against any and all liabilities or loss, together with all reasonable costs and expenses relating thereto, including legal and accounting fees and expenses resulting from any breach or alleged breach of any of the covenants, representations, and warranties made by the ALP herein.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated below:

CHHA

DATE

ALP

DATE

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Purpose of Contract Change: To amend contract to reflect \$41,805 to \$38,975.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 403/2008 (see reso. attached)
- (c) Name of Contractor: NYSDOH Division of Family Health, Fiscal division
- (d) Address of Contractor: Empire State Plaza, Corning Tower, Room 878, Albany, NY 12237-0657
- (e) Contractor's Contact Person and Telephone Number: Kristin Kuentzel, 474-4569, email kxk02@health.state.ny.us
- (f) Commencement Date of Amendment: 10/1/08
- (g) Termination Date of Extension: 9/30/09
- (h) Payment Provisions: Quarterly, voucher submission
 - 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.
- (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: Appropriation code not applicable, Rev. EI A.4054.0060.3278

Warren County Board of Supervisors

RESOLUTION NO. 403 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH NEW YORK STATE DEPARTMENT OF HEALTH FOR FUNDING FOR EARLY INTERVENTION ADMINISTRATION PROGRAM - HEALTH SERVICES DEPARTMENT

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution No. 587 of 2007) with New York State Department of Health, Division of Family Health, Fiscal Unit, Corning Tower, Room 878, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237, for funding for the Early Intervention Administration Program, for a term commencing October 1, 2008 and terminating September 30, 2009, said funding to be in the amount of Forty-One Thousand Eight Hundred Five Dollars (\$41,805), and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in the form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 565 OF 2008

Resolution introduced by Supervisors Sokol, Sheehan, Haskell, Thomas, Tessier, Champagne and O'Connor

**AUTHORIZING EXECUTION OF CURRENT GRANT AGREEMENTS
WITH NEW YORK STATE DEPARTMENT OF HEALTH REFLECTING
TWO PERCENT (2%) REDUCTIONS AND AUTHORIZING RECEIPT
OF COST OF LIVING ADJUSTMENT (COLA) FUNDS
- HEALTH SERVICES DEPARTMENT**

WHEREAS, the Warren County Health Services Department has several current grant agreements with New York State wherein New York State has advised that due to budget reductions in the State budget, the current grant agreements, attached hereto as Schedule "A", will be reduced by two percent (2%), and

WHEREAS, during the term of the grant agreements, New York State gives the County Cost of Living Adjustment (COLA) payments if additional funds are available, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute agreements with New York State for the current grant agreements listed on Schedule "A" attached hereto, reflecting the two percent (2%) reduction in a form approved by the County Attorney, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute and documents necessary to accept any Cost of Living Adjustment (COLA) payments that the County may receive in a form approved by the County Attorney.

SCHEDULE "A"

<u>GRANT</u>	<u>TERM</u>
Childhood Lead Poisoning Prevention Program	04/01/08 - 03/31/09
Rabies Reimbursement	01/01/08 - 03/31/12
Early Intervention Administration	10/01/08 - 09/30/09
Children With Special Health Care Needs	10/01/08 - 09/30/09
Women, Infants and Children (WIC) Program	10/01/08 - 09/30/09
Public Health Preparedness and Response to Bioterrorism Plan	08/10/08 - 08/09/09
Immunization Action Plan	04/01/08 - 03/31/13



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
Executive Deputy Commissioner

November 12, 2008

Patricia Auer
Director of Public Health & Patient Services
Warren County on behalf of Warren County Health Services
Warren County Health Services
1340 State Rte. 9
Lake George, NY 12845

Re: C-021829

Dear Ms. Auer:

Unfortunately, due to two consecutive reductions in the amount of federal funding that the Department receives from the U.S. Department of Education's Office of Special Education Programs for Early Intervention, it is necessary to reduce your contract for the period from 10/1/08 through 9/30/09. Your award is being reduced from \$41,805 to \$38,975. Enclosed are the 10/01/08-9/30/09 Operating Budget and Funding Request forms which will need to be amended to reflect the revised award level. When revisions are approved, you will receive contract signature pages under separate cover.

The grant funding that the Department receives was reduced by \$1.1 million in 2007-08 and an additional \$818,000 for the year that begins 10/1/08-9/30/09. Funding for contracts with counties for the administration of the Early Intervention program comprises 60% of the grant award. The Department was able to identify savings to manage the reduction in 2007-08 without impact to contracts with counties for the administration of Early Intervention, but this was not possible for the contract year that begins on 10/1/08.

Please complete the necessary forms and return two copies of your contract submission package to Kristin Kuentzel by December 12, 2008 to:

New York State Department of Health
Division of Family Health Fiscal Unit
Empire State Plaza
Corning Tower, Room 878
Albany, NY 12237-0657

If you have fiscal questions or require assistance, please contact Kristin at (518) 474-4569 or by e-mail at kxk02@health.state.ny.us. Programmatic workplan issues should be discussed with Terry Ayers at (518) 473-7016 or by e-mail at txb03@health.state.ny.us. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Bradley Hutton".

Bradley Hutton, M. P. H.
Director
Bureau of Early Intervention

Enclosures

PART 1

Early Intervention Administration Instructions For Completing Operating Budget and Funding Request

(Tables A, A-1 and A-2)

IN COMPLETING TABLES A-1 THROUGH A-2, LIST THE PERSONAL SERVICES AND NONPERSONAL SERVICES THAT SUPPORT THIS INITIATIVE, EVEN IF NO FUNDING IS BEING REQUESTED FROM NYS.

TABLE A (Operating Budget and Funding Request Summary Sheet)

This table will summarize the sub and grand totals on Tables A-1 and A-2.

TABLE A-1 (Personal Services):

List ALL personnel working on this grant, even if no funding is being requested from NYS. Failure to list ALL personnel expenses on Table A-1 may result in the disapproval of future requests for budget revisions.

Column No.:

- (1) **Personal Services:** List ALL personnel working on the grant, even if no funding is being requested from NYS.
- (2) **Annual Salary** - enter the amount of funding needed to support this position for 12 months on a full-time basis, regardless of funding source.
- (3) **Number of Months Funded** - enter the number of months the position will be funded by this grant. Note: the number of months may be less than the contract period, but cannot exceed the number of months in the contract period.
- (4) **Percent (%) FTE** - enter the % of time the incumbent will work on the grant on a full-time basis. One (.1) FTE is based on the number of hours worked in one week (e.g. 40 hour workweek). To determine a % FTE, divide the hours per week spent on the project, by the number of hours in the workweek. For example: given a 40 hour workweek, an individual working 10 hours per week on the project spends .25 percent of his/her time on the project (i.e. $10/40 = .25$) Please show in decimal form.
- (5) **Total Expenses** - To calculate, multiply the annual salary by the % FTE. Multiply the result by the number of months funded divided by 12 (i.e. $\text{salary} \times \% \text{ FTE} \times \# \text{ of months funded} / 12$).
- (6) **Amount requested from NYS** - enter the amount of total expenses (see Column 5) requested to be reimbursed by NYS.

- (7) Other Sources - include amounts expected to be received from all other sources, including Medicaid Administrative Funding (for services other than transportation as provided for in LCM-23), local appropriation, in-kind, 3rd party billing, revenue earned from items funded by this grant, etc. A separate amount should be indicated for each source of funding specified in column 8.
- (8) Specify Other Sources - specify the source of funds for each amount shown in Column 7.
- See Subtotal Salaries line - enter the subtotal of the salaries in Columns 5, 6, and 7.
- See Fringe Benefits - show the percentage of Fringe Benefits derived on Fringe Benefit Rate Form 2. Multiply this rate by the sub-total of the salaries in Column 5 and enter the result on the Fringe Benefits line in Column 5. In Column 7 on this budget line, sum the dollar amounts in Columns 5 and 6.
- See Subtotal PS line - sum the "Sub-Total Salaries" amounts and "Fringe Benefits" amounts shown in Columns 5, 6 and 7.

TABLE A-2 (Nonpersonal Services)

List ALL nonpersonal expenses related to this grant, even if no funding is being requested from NYS. Failure to list ALL nonpersonal expenses on Table A-2 may result in the disapproval of future requests for budget revisions.

Column No.:

- (1) Nonpersonal Services - List ALL expenses related to this grant, even if no money is being reimbursed by NYS.
- (2) Total Expenses - The total expenses for all items should be indicated. This column must equal the sum total of the figures in columns 3 and 4.
- (3) Amount Requested from New York State - Direct funding requests to New York State will be indicated by all of the amounts in this column.
- (4) Other Sources of Funds - include amounts expected to be received from all other sources including Medicaid Administrative Funding (for services other than transportation as provided for in LCM-23), local appropriation, in-kind, 3rd party billing, revenue earned from items funded by this grant, etc. A separate dollar amount should be indicated for each source of funding specified in column 5.
- (5) Specify Other Sources - Specify the source of funds for each amount shown in Column 4.

NOTE: THE OPERATING BUDGET AND FUNDING REQUEST MUST BE ACCOMPANIED BY THE BUDGET NARRATIVE/JUSTIFICATION FORMS.

Contractor: Warren County o/b/o Warren County Health Services

Contract No: C-021829

APPENDIX B

TABLE A

**EARLY INTERVENTION ADMINISTRATION
OPERATING BUDGET AND FUNDING REQUEST
SUMMARY SHEET**

October 1, 2008 - September 30, 2009

	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Personal Services				
Sub-Total Personal Services				
Non personal Services				
Sub-Total Nonpersonal Services				
GRAND TOTAL:				

Note: Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 84.181.

Contractor: Warren County o/b/o Warren County Health Services

Contract No: C-021829

APPENDIX B

TABLE A-1

EARLY INTERVENTION ADMINISTRATION
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2008 - SEPTEMBER 30, 2009

PERSONAL SERVICES List the title of ALL personnel working on this grant, even if no funding is being requested from NYS:	(2) Annual Salary	(3) # of Months Funded	(4) % FTE Annual (please show in decimal form (e.g. .25)	(5) Total Expenses	(6) Amount Requested From NYS	(7) Funds From Other Sources	(8) Specify Other Sources of Funds
Subtotal Salaries							
Fringe Benefit Rate @ _____ %							
Total Personal Services							

Contractor: Warren County o/b/o Warren County Health Services
 Contract No: C-021829

APPENDIX B
 TABLE A-2
 EARLY INTERVENTION ADMINISTRATION
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2008 - SEPTEMBER 30, 2009

[(2) - (3)]

	(2) Total Expenses	(3) Amount Requested From NYS	(4) Other Sources of Funds	(5) Specify Other Sources of Funds
NONPERSONAL SERVICES List ALL expenses related to this grant, even if no funding is requested from NYS:				
Total Nonpersonal Services				
Total Personal Services				
GRAND TOTAL (total expenses from Tables A-1 and A-2)				

PART 2

**Early Intervention Administration
&
BUDGET NARRATIVE/JUSTIFICATION FORMS**

Contractor Name: Warren County o/b/o Warren County Health Services

Contract No.: C-021829

Contract Period: October 1, 2008 through September 30, 2009

Contact Person: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Using the attached format, provide a justification for the expenses included in each category listed in the operating budget and funding request, Tables A through A-2. The justification must include various items of expense (and estimated costs) that comprise the amount requested for each budget category, and an explanation of how the expenses listed relate to the goals and objectives of the program.

**EARLY INTERVENTION ADMINISTRATION
&
BUDGET NARRATIVE/JUSTIFICATION INSTRUCTIONS**

Personal Services:

Form 1 must include a description of each position contained in Table A-1. The percentage of time spent on various duties, where appropriate, must be included. Contracted, consultant or per-diem staff are not to be included in the description/justification. These expenses should be shown as consultant or contractual services under the Nonpersonal Services section of Form 3.

Nonpersonal Services:

Supplies and Materials (including software):

Definition: **Any item with a per unit cost of \$500 or less.** Software costs should be broken-out separately under supplies, regardless of cost. Provide a delineation of the items of expense and estimated cost of each along with a justification of their need.

Note: Some supplies may be consolidated under generic headings like Office Supplies, Medical Supplies, etc.

Equipment:

Definition: **Any item with a per unit cost of \$500 or more.** Provide a delineation of each piece of equipment that includes the estimated cost, the personnel on the budget for whom the equipment is earmarked, a justification of need, and a justification of the amount requested to be reimbursed by NYS. Explanations should be more detailed if the equipment is unique or if special features are included that constitute a higher cost. Additionally, each item, the cost of which is reimbursed with "Equipment" line funds, must be reported on the "Perpetual Equipment Inventory Report" at the end of the contract year.

Travel:

Complete Form 3a as appropriate and enter amounts requested to be reimbursed by NYS as shown on Table A-2. Provide a delineation of the funding requested in each of the following sub-categories, if applicable. Travel for direct Service Coordination **cannot** be funded under the Early Intervention Administration contract.

Other Expenses:

List any item of expense not included elsewhere in the budget. Items might include insurance, space occupancy, advertising, etc. Provide a justification and allocation methodology for EACH item listed.

Example: Insurance - The total policy for the agency is \$5,000. This contract constitutes 5% of the total agency budget, as such, the amount requested is \$250.
 $\$50,000 \text{ contract budget} / \$1,000,000 \text{ agency budget} = 5\%$

Example: Rent - There are alternate methods for determining the amount of rent that can be reimbursed under this contract. One method uses square footage, the other FTE information. Please choose the method that is most applicable:

Method A: Rent is \$8 per square foot. Staff listed on the budget utilize 300 square feet.

As such, the amount requested from NYS is 300 sq. ft. x \$8.00/sq. ft. = \$2,400.

Method B: Thirty (30) FTEs occupy space with an annual rent of \$10,000. Three (3) of the 30 FTEs work on this grant. Therefore, the percentage of FTEs working on the grant, as compared to FTEs in the space, equal 3/30 or 10%.

Rent allocation: $\$10,000 \times 10\% = \$1,000$

Subcontracts/Consultant Services:

Provide a listing of all subcontracts, including consultant contracts which will support contract deliverables along with a description of the services to be provided. This should include all contracts that support the program even if funded by other sources. Include an estimate of the number of hours to be worked and the rate per hour, if applicable, for subcontracts supported in full or in part with requested funds.

If the subcontractor/consultant has not yet been selected, please indicate "**Not Selected**" under the Subcontractor/Consultant line and provide all other pertinent information.

Note: All proposed subcontracts require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. A copy of the executed agreement is required to be submitted before this line can be approved for reimbursement.

Contractor: Warren County o/b/o Warren County Health Services
Contract No.: C-021829

**EARLY INTERVENTION ADMINISTRATION
BUDGET NARRATIVE/JUSTIFICATION
FORM 1**

October 1, 2008 - September 30, 2009

PERSONAL SERVICES (PS)

Position Title	Incumbent Name	Description/Justification (use additional sheets if necessary)

**EARLY INTERVENTION ADMINISTRATION
 FRINGE BENEFIT RATE
 FORM 2**

October 1, 2008 - September 30, 2009

PART A

Does your organization have a federally approved fringe benefit rate?

Yes: _____ If yes, you do not have to complete Part B.

Federally Approved Rate: _____ Period of Applicability: _____ Attach copy of Federal Approval - all pages.

No: _____ If no, proceed to Part B.

PART B

Specify the components and percentages comprising the fringe benefit rate.

Note: If positions have different fringe benefit rates, please use an average for all positions.

Component	Rate
F.I.C.A (6.2%) & Medicare Tax (1.45%)	7.65%
Health Insurance	
Unemployment Insurance	
Disability Insurance	
Life Insurance	
Worker's Compensation	
Pension/Retirement	
Other: (delineate)	
*Total Fringe Rate	

*This rate must be equal to the percentage shown in the budget, Appendix B, Table A-1.

Contractor: Warren County o/b/o Warren County Health Services
Contract No.: C-021829

**EARLY INTERVENTION ADMINISTRATION
BUDGET NARRATIVE/JUSTIFICATION
FORM 3**

October 1, 2008 - September 30, 2009

NONPERSONAL SERVICES (OTPS)

Item(s)	Cost	Description/Justification (use additional sheets if necessary)

Contractor: Warren County o/b/o Warren County Health Services
Contract No.: C-021829

**EARLY INTERVENTION ADMINISTRATION
BUDGET NARRATIVE/JUSTIFICATION**

FORM 3a

October 1, 2008 - September 30, 2009

PROVIDE A DELINEATION OF THE FUNDING REQUESTED IN EACH OF THE FOLLOWING SUB-CATEGORIES, IF APPLICABLE. ATTACH ADDITIONAL SHEETS AS NECESSARY. TRAVEL FOR SERVICE COORDINATION MUST NOT BE INCLUDED ON THIS FORM.

**In-State Staff and
Volunteer Travel**

Include number of staff, titles of staff and volunteer estimated travel costs (including transportation, lodging and meals for the contract period), and purpose of travel. **See example below.**

\$ _____

**Out-of-State Staff
and Volunteer Travel
and Conference
Travel**

Provide an estimate of the amount you anticipate spending on out-of-state and conference travel along with a delineation of the travel and a justification of how the travel relates to program objectives.

All out-of-state travel must have prior approval. See example below.

\$ _____

EXAMPLES: According to the examples below, provide as much information as possible about the event(s) to which staff are traveling. Please indicate if this information is not available when the budget is submitted. Failure to do so will result in a delay of the review and approval of the budget. If this information is not submitted at this time, approval must be requested before travel is undertaken.

In-State: Program Coordinator and Data Coordinator to attend 2 related in-State conferences; 2 staff X 2 conferences each X \$300 per conference (including transportation, lodging and meals) = \$1,200.

Out-of-State: Program Coordinator and Data Coordinator to attend conference (including transportation, lodging and meals) at a cost of \$900 per person = \$1,800.

TOTAL FUNDING REQUESTED FOR TRAVEL: * \$ _____

here must equal the total "Amt. Requested from NYS" for travel found on Table A-2.

EI Admin.
10/1/08 - 9/30/09
CONTACT SHEET - for Fiscal Unit Database Update

Contractor:

Address:

Program Director	Program Coordinator	Fiscal Contact
Name:	Name:	Name:
Title:	Title:	Title:
Address (if different from above):	Address (if different from above):	Address (if different from above):
Office Telephone Number:	Office Telephone Number:	Office Telephone Number:
Office Fax Number:	Office Fax Number:	Office Fax Number:
E-mail address:	E-mail address:	E-mail address:

Comments:

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

October 1, 2008 - September 30, 2009

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 twenty-five 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 the 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 a 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 described in the workplan under this AGREEMENT the STATE may withhold up to twenty five (25) percent of funds until the CONTRACTOR has satisfactorily completed required services. The STATE may also, 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 canceled.
- 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 thirty days after the end date 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 may submit to the STATE budget line interchanges on such forms and in such detail as the STATE shall require. Any proposed modifications to the budget must be submitted for approval to the STATE'S designated payment office located in the **NYS Department of Health, Division of Family Health Fiscal Unit, Empire State Plaza, Corning Tower – Room 878, Albany, NY 12237. All final budget modifications submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than September 1st of the current contract period.**
- G. 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 **NYS Department of Health, Division of Family Health Fiscal Unit, Empire State Plaza, Corning Tower - Room 878, Albany, NY 12237. All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than forty-five 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.

- H. 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. Reports

EARLY INTERVENTION ADMINISTRATION

Report Type:

A. Expenditure Report

The Contractor 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 each period. A copy of this report will be submitted within the specified timeframes to the county's regional office staff representative.

B. Annual Report

By the earlier of October 31 of each contract year, or the date the fourth quarter voucher is submitted, the Contractor will submit a report, in conjunction with the Local Early Intervention Coordinating Council (LEICC), using a prescribed report format, on the status of the program within the municipality, including gaps in services and methods to address these gaps (refer to EI regulations, Section 69-4.14(a)(1)). This report will cover the period October 1 – September 30 and will address all components of the local early intervention system. A copy of this report will be submitted within the specified timeframe to the county's regional office staff representative.

C. Annual Equipment Inventory

By the earlier of October 31 of each contract year, or the date the fourth quarter voucher is submitted, the Contractor will submit a perpetual annual equipment inventory report, in a format to be provided by the State, listing equipment purchased with Early Intervention Administration funds since the start of the contract term (October 1, 2008).

D. Data Reports

1. Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

<u>Data Complete through</u>	<u>Date Due</u>
October 1	November 1
December 31	February 1
March 31	May 15
June 30	August 15
August 31	September 30

E. Ad Hoc Reports

1. On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.
2. Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

F. Local Reports

1. As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for 8 federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The 8 federally-defined indicators are:

- a. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
 - b. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
 - c. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
 - d. Percent of families participating in Part C who report that early intervention services have helped the family know their rights, effectively communicate their children's needs, help their children develop and learn;
 - e. Percent of infants and toddlers birth to 1 year with IFSPs;
 - f. Percent of infants and toddlers birth to 3 years with IFSPs;
 - g. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
 - h. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.
2. On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

**APPENDIX D
WORKPLAN**

October 1, 2008 – September 30, 2009

**Warren County on behalf of Warren County
Health Services**

C-021829

APPENDIX D

EARLY INTERVENTION ADMINISTRATION WORK PLAN

October 1, 2008 - September 30, 2009

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department:

Work Plan Responsibilities of Municipalities for 2008-2009:

Public Awareness and Child Find

Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

To accomplish this, municipalities will:

- Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
- Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
- Educate and encourage primary health care providers to participate in the child find component of the EIP by conducting periodic developmental surveillance and referring children, as appropriate.
- Educate primary referral sources, such as local and regional newborn nurseries/ICUs, Child Health Plus providers, child care providers, and other organizations that deliver services to children under the age of three years, about the importance of developmental

screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.

- Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act (CAPTA) and address referral and screening requirements for children under the age of three years who are subjects of substantiated cases of abuse and neglect.
- Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.
- Promote a local process to engage children in the primary health care system, including:
 - coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
 - establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
 - conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
- Ensure that any direct developmental screening conducted by the municipality is conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
- Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent's Guide* to parents by mail or other suitable means within seven business days, and communicating in the family's dominant language unless it is clearly not feasible to do so.
- Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (either direct staff or through contracted, State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
 - arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
 - assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
 - informing parents of potentially eligible children of their rights under the EIP;
 - collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance; and

- assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation using the list provided by the municipality and objectively reviewing the list with parents to allow them to make an informed choice regarding the evaluator's specialties, availability, and location.
- Ensure that the municipality appropriately reimburses for evaluation services that are conducted by qualified personnel according to EIP regulatory requirements.
- Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.
- Ensure that only eligible children receive IFSP services.

Family-Centered Services

Municipalities will ensure that the development and implementation of the IFSP meets all regulatory requirements and is timely; there is oversight of services; and parents are involved in the planning and evaluation of service delivery.

To accomplish this, municipalities will:

- Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
- Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
- Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews, and that the EIO/D attends the initial and annual IFSP meetings in person.
- Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
- Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services.

- Ensure that parents may accept or decline any early intervention service without jeopardizing other early intervention services.
- Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
- Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

Service Delivery and Natural Environments

Municipalities will ensure that services are individualized and delivered in accordance with the IFSP; all services are delivered in environments appropriate to the unique needs of the child; and services are delivered in a timely fashion.

To accomplish this, municipalities will:

- Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
- Ensure that ongoing service coordination services are provided (either directly or through contract with State-approved service providers) and that ongoing service coordinators appropriately monitor services and implement IFSPs so that services specified in IFSPs begin within 21 days of the effective date of the IFSP period and are provided continuously for the entire period that the IFSP is in effect.
- Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
- Ensure that services are provided in natural environments to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.
- Ensure that procedures are in place to change a service provider, including amending the IFSP, and to provide appropriate notification to the parent and other providers delivering IFSP services.
- Ensure that procedures are in place to ensure that respite services are available and that an

established criterion is utilized to authorize respite when needed by the family.

Transition

Municipalities will ensure that a transition plan is developed for all children, with the family, and included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

To accomplish this, municipalities will:

- For every child exiting the EIP:
 - Ensure that a timely transition plan is developed according to regulatory requirements.
 - Ensure that, with parent consent, the transition plan is incorporated into the IFSP.
 - Ensure that, when requested by the parent, only children determined to be eligible for services under Section 4410 of the Education Law prior to their third birthday are eligible to receive early intervention services specified in an IFSP beyond their third birthday.
 - Ensure that municipal and contracted service coordinators review information concerning the transition procedures with the parent and obtain parent consent for the transfer of pertinent early intervention records.
- Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program including:
 - with parent consent, notifying the school district of the child's potential eligibility for services under Section 4410 at least 120 days before the child is first eligible for these services;
 - with parent consent, sending a written referral to the child's school district requesting the school district to evaluate the child to determine if (s)he needs special education services;
 - at the parent's option and with parent consent, arranging for and participating in a transition conference for children potentially eligible for preschool services at least 90 days before the child is first eligible for services or the child's third birthday, whichever is first. The chair of the school district's Committee on Preschool Special Education (CPSE) must be invited;
 - ensuring that transition procedures are reviewed with parents either at the transition conference or, if no conference occurs, at another time at least 90 days before the child is first eligible for services or before the child's third birthday, whichever is first. This review should include parents' rights and responsibilities regarding the EIP and preschool system requirements;
 - with parent consent, establishing a transition plan and incorporating the plan into the IFSP, including the date the child will transition to 4410 services;
 - with parent consent, ensuring that pertinent records are transferred to the CPSE; and,
 - notifying and inviting the local social service commissioner/designee to participate in transition planning for children in care.

- Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services.
- Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

Administration and Oversight

Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and maintain fiscal accountability.

To accomplish this, municipalities will:

- Ensure that early intervention services contracted for are delivered according to the standards provided in *Health and Safety Standards for the Early Intervention Program* issued by the Department.
- Comply with all federal and state laws and regulations regarding submission of data.
- Ensure that proper procedures exist to resolve disputes or complaints and that parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.
- Ensure that proper procedures exist to maximize third-party reimbursement for services by:
 - ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible by the municipality, maintained in a confidential manner, and periodically updated throughout the child's participation in the EIP;
 - ensuring that all information about service delivery necessary to obtain insurance and Medicaid reimbursement is submitted by providers who bill for services (e.g., ICD, CPT codes, NPIs, and professional license number, etc.); and
 - claiming to Medicaid, Child Health Plus, and commercial insurance prior to claiming to the Department, consistent with the *Guidance on Claiming Insurance for Early Intervention Services* document and other claim-related guidance issued by the Department.
- Ensure that required documentation to substantiate billing and claiming is maintained by the municipality and contracted providers.
- Adjust claims to the state to correct errors and credit additional payments received during the preceding year.
- Review and audit bills for services before payment is made to providers and report any fiscal irregularities to the Department.

- Claim for reimbursement for eligible administrative costs incurred during the preceding year through Medicaid administrative, EI Administration contract, and State Aid voucher processes.
- Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.
- Develop and implement activities to oversee and improve the delivery of services to eligible children, including:
 - establishing contracts with and ensuring that services are delivered only by state-approved, qualified evaluators, service coordinators and service providers, including direct employees and provider subcontractors, in a manner that is consistent with state law, regulations, and Department guidance;
 - establishing and maintaining a sufficient number of contracts with state-approved evaluators, service coordinators, and service providers to ensure adequate capacity so that all services and service delivery options are available and accessible to eligible children and their families;
 - using the Department's model municipal contract or similar contract with state-approved providers to ensure provider awareness and compliance with state law, regulations, and Department guidance;
 - ensuring that new contracts and changes in provider contract status are immediately reported to the Department, including terminations in whole or in part, and suspensions of enrollment of children and/or service delivery privileges by the municipality;
 - monitoring contracts of providers of early intervention services and reporting results to the Department, including immediate notification of problems with qualifications of providers, physical plant or other serious health and safety findings, including failure to report suspected child abuse or maltreatment, or failure to complete State Central Register clearances, as appropriate;
 - ensuring that all contracted providers receive Department-issued early intervention guidance documents, policy letters, and clarification letters; and
 - ensuring that all contracted agency providers provide their staff access to Department-issued early intervention guidance documents, policy letters, and clarification letters.
- Develop and implement activities to oversee and improve the administration of the program, including:
 - Ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
 - including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
 - developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
 - ensuring that the municipality and providers maintain early intervention records consistent with the early intervention records guidance document issued by the Department;
 - ensuring that municipal policies are consistent with federal and state law and regulation;
 - using the EIP computerized data system provided by the Department to enter valid data

- into all required data fields in a timely fashion;
 - identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
 - routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in "Reports - Early Intervention Administration, Appendix C, Section II";
 - providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
 - conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.
- Support and make available training and educational opportunities to municipal staff, providers, and families, including:
 - ensuring that appropriate municipal staff attend all relevant state-sponsored training and informational meetings;
 - ensuring that all contracted service coordination providers attend required state-sponsored service coordination trainings;
 - ensuring that contracted service providers attend other relevant state-sponsored trainings available in the region;
 - disseminating information regarding appropriate training opportunities available to primary referral sources, providers of early intervention services, families of potentially eligible children, and other key stakeholders; and
 - ensuring that all contracted agency providers notify their staff of training and educational opportunities.
- Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by contracted service providers according to EIP regulations, Section 69-4.17c, d, e, and applicable federal requirements. These are summarized in the attachment "Components to Include in Written Policy for Maintaining Municipality Early Intervention Records."
- Participate in monitoring and quality assurance activities, including:
 - providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;
 - as necessary, developing and implementing a plan with realistic and achievable goals and timelines to improve local program performance as described in an individualized annual "determination" issued by the Department;
 - providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents;
 - when required, completing and submitting Corrective Action Plans (CAPs) and quality improvement surveys to the State or its agents within the prescribed time frame;
 - implementing the terms of municipal CAPs when accepted by the State;
 - ensuring that the terms of provider CAPs accepted by the State are implemented, including in the area of health and safety and confidentiality;
 - ensuring that follow-up is conducted for contracted providers with health and safety findings; and

- participating in State monitoring reviews, as resources allow.
- Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
 - establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
 - ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.
- Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.
- Ensure that contracted service providers prepare for and utilize the NYEIS data system.

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: Health Services

DATE: December 5, 2008

- (a) Purpose of Amendment: To reflect decrease in Early Intervention Administration Grant from NYSDOH (C-021829) from \$41,805 to \$38,975
- (b) Appropriation Code (with title), Object Code (with title) and Amount: n/a
- (c) Revenue Code (with title), and Amount: A.4054.0060.3278

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: December 5, 2008

- (a) Purpose of Contract Change: To extend contract with Greater ADK Home Aides to provide Home Health Aide and Personal Care Aide services
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 722/2007
- (c) Name of Contractor: Greater ADK Home Aides Inc.
- (d) Address of Contractor: 5 Warren Street, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: John Penzer, 926-7001
- (f) Commencement Date of Amendment: 1/1/09
- (g) Termination Date of Extension: 12/31/09
- (h) Payment Provisions: Hourly, Home Health Aide: \$26.05/hr, Personal Care Aide: \$25.79/hr paid monthly upon receipt of documentation for each pat service provided
 - 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.
- (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: CHHA Health Services A4010.470; Long Term Home Health Care A4016.470

Warren County Board of Supervisors

RESOLUTION NO. 722 OF 2007

Resolution introduced by Supervisors Mason, Sheehan, Haskell, F. Thomas, Tessier, Champagne and Sokol

AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH GREATER ADIRONDACK HOME HEALTH AIDES, INC. TO PROVIDE PARAPROFESSIONAL CARE SERVICES FOR THE CERTIFIED HOME HEALTH AGENCY (CHHA) AND LONG-TERM HOME HEALTH CARE (LTHHC) PROGRAMS - HEALTH SERVICES DEPARTMENT

RESOLVED, that Warren County continue the contractual relationship (the previous agreement being authorized by Resolution No. 863 of 2006, as amended by Resolution No. 80 of 2007) with Greater Adirondack Home Health Aides, Inc., Civic Center Plaza, 5 Warren Street, Glens Falls, New York 12801, to provide paraprofessional care services for the Certified Home Health Agency (CHHA) and Long-Term Home Health Care (LTHHC) Programs, for a term commencing January 1, ~~2008~~²⁰⁰⁹ and terminating December 31, ~~2008~~²⁰⁰⁹, at rates not to exceed those set forth below, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in a form approved by the County Attorney:

<u>PROGRAM</u>	<u>SERVICES</u>	<u>RATES/HOUR</u>
CHHA	Home Health Aide	\$25.54 26.05
LTHHC	Home Health Aide	\$25.54 26.05
	Personal Care Aide	\$25.28 25.79



GREATER ADIRONDACK HOME AIDES

Caring for the Community Since 1965
PO Box 678, 5 Warren St. Glens Falls, NY 12801
www.GreaterAdirondackHomeAides.org

BOARD OF DIRECTORS

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President & CEO

John Penzer

October 14, 2008

Ms. Patricia Auer
Director of Public Health
Warren County Health Services
1340 State Route 9
Municipal Center
Lake George, NY 12845

Dear Pat:

This is to request a rate increase of 2% for 2009, bringing our HHA rate from \$25.54 to \$26.05 and our PCA rate from \$25.28 to \$25.79.

As you well know, our costs of operation are rising at a much higher rate, but I am trying to keep the picture in perspective and respect the county's financial condition.

In the spring of 2008, when gas prices were rising upward dramatically, we felt the need to assist our aides. Although the money was not in the 2008 budget to spend, we gave our aides a 3% raise early – in May rather than in July. That, of course, means that they will be operating on a higher base pay over a longer period. At the same time, in May of 2008, we raised our aides' mileage reimbursement from \$.42 to \$.44, although, again, that had not been budgeted for.

In 2009, our aides will receive a 3% raise, as they have over the past six consecutive years.

We appreciate that these are trying financial times for all of us, so I am not asking for the customary 3% rate increase you have given us in past years.

I appreciate your advocating for our aides.

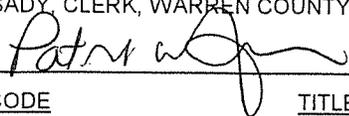
Sincerely,

John Penzer
President and CEO

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

SIGNED: 

DATE: 12/5/08

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.4010.110	Health Services -Regular Salaries	A.4010.120	Health Services-CHHA Overtime Salaries	\$36,000.00
A.4010.130	Health Services-Part Time Salaries	A.4010.120	Health Services-CHHA Overtime Salaries	\$10,000.00
A.4013.410	WIC -Supplies Expense	A.4013.120	WIC Program-Overtime Salaries	\$2,250.00
A.4016.130	Long Term Care-Part Time Salaries	A.4016.120	Long Term Care Program-Overtime Salaries	\$3,000.00
A.4018.130	Preventive Program - Part Time Salaries	A.4018.120	Preventive Program-Overtime Salaries	\$400.00
A.4018.0020.120	Prev Pgrm-Family Health-Overtime Salaries	A.4018.0020.130	Prev.Pgrm-Family Health-Part Time Salaries	\$37.00
A.4018.0030.130	Disease Control-Part Time Salaries	A.4018.0030.120	Disease Control-Overtime Salaries	\$150.00
A.4018.0030.130	Disease Control-Part Time Salaries	A.4018.0030.110	Disease Control-Regular Salaries	\$350.00
A.4018.0040.120	Health Education Overtime Salaries	A.4018.0040.130	Health Education-Part Time Salary	\$250.00
A.4018.0040.120	Health Education Overtime Salaries	A.4054.110	Phy. Hand. Pgm-Preschool Prgm-Regular Salary	\$550.00
A.4018.0040.120	Health Education Overtime Salaries	A.4054.120	Phy. Hand. Pgm-Preschool Prgm-Overtime Expense	\$171.00
A.4054.0060.110	Phys. Handicp.Child-Early Intervention-Regular Salaries	A.4054.0060.120	Phys. Handicp Child-Early Intervention-Overtime Salaries	\$1,000.00
A.4010.110	Health Services-Regular Salaries	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$7,000.00
A.4010.428	Health Services-Data Processing	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$10,000.00
A.4018.0020.110	Family Health -Regular Salary	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$2,500.00
A.4018.0020.120	Family Health -Overtime Salary	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$1,500.00
A.4018.0020.441	Family Health-Auto Repairs	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$2,000.00
A.4018.0030.130	Disease Control-Part Time Salaries	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$14,000.00
A.4018.0040.120	Health Education Overtime Salaries	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$729.00
A.4046.435	Phys. Handicapped Pgrms-Medical Fees	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$2,998.00
A.4054.0060.110	Phys. Handicp.Child-Early Intervention-Regular Salaries	A.4054.0060.444	Early Intervention Pgrm-Education Expense	\$5,700.00
A.4010.110	Health Services-Regular Salaries	A.4010.140	Health Services -Sick Leave Incentive	\$400.00
A.4010.110	Health Services-Regular Salaries	A.4018.140	Preventive Program-Sick Leave Incentive	\$400.00
Total Transfers				<u>\$101,385.00</u>

Please state reason for transfers requested:

1. Transfer funds for CHHA to cover estimated overtime salary expense to year end.
2. Transfer funds for WIC to cover estimated overtime salary expense to year end.
3. Transfer of funds for Long Term Care to cover estimated overtime salary expense to year end.
4. Transfer of funds for Preventive Program to cover estimated overtime salary expense to year end.
5. Transfer of funds for Family Health Program to cover part time salary expense to year end.
6. Transfer of funds for Disease Program to cover estimated regular and overtime salary expense to year end.
7. Transfer of funds from Health Education Program to cover Part time salary expense to year end.
8. Transfer funds from Health Education to cover estimated Preschool Prgm Regular and Overtime salary expenses.
9. Transfer of funds from Early Intervention to cover estimated overtime salary expense to year end.
10. Transfer of funds to the Early Intervention Program to offset estimated education expense to year end.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Fund			

Please state reason for transfer request:

Total

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

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: Warren County Health Services-Preventive Program

DATE: December 5, 2008

(a) **Purpose of Amendment:** To amend 2008 budget to reflect the decrease in both revenue and expenses not anticipated for 2008 due to reduction in referrals to program within the year.

(b) Appropriation Code (with title), Object Code (with title) and Amount: **Phys. Handicapped Programs-Medical Fees** A.4046.435 \$ 3,000.00

(c) Revenue Code (with title), and Amount: **Phys. Handicapped Programs-Handicapped Children Revenue** A.4046.3446 \$3,000.00

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: Warren County Health Services-Preventive Program

DATE: December 5, 2008

(a) **Purpose of Amendment:** To amend 2008 budget to reflect the approval of the Clinical and Fiscal Informatics Coordinator from Resolution 29 of 2008. Expected Revenues from State Aid at 34% of salary expense (\$51,091).

(b) Appropriation Code (with title), Object Code (with title) and Amount:

(c) **Preventive Program-Regular Salary** A.4018.110 \$46,000

(d) **Health Services-Regular Salary** A.4010.110 (\$28,630.00)

(e) Revenue Code (with title), and Amount: **Preventive Program-Community Health Assessment Revenue** A.4018.3404 \$17,370.

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: Warren County Health Services-Preventive Program

DATE: December 5, 2008

(a) **Purpose of Amendment:** To amend 2008 budget to reflect the estimated revenue and expense affiliated with the EI Coordinator position which started later in the year.

(b) Appropriation Code (with title), Object Code (with title) and Amount:
Early Intervention –Part Time Salary A.4054.0060.130 (\$17,500.00)

(f) Revenue Code (with title), and Amount: **Preventive Program-Community Health Assessment Revenue** A.4054.0060.3278 (\$17,500.00)

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: Warren County Health Services

DATE: December 5, 2008

(a) **Purpose of Amendment:** To amend 2008 budget to reflect expenditures and revenues related to the mandated program of the Early Intervention Programs. Revenues reflect the 48% reimbursement rate allowed for this program from the state. Expenses have been offset by some transfers on FORM 10 (Request for Transfer of Funds).

(b) Appropriation Code (with title), Object Code (with title) and Amount: **Early Intervention Program-Education A.4054.0060.444 \$74,573.**

(c) Revenue Code (with title), and Amount: **Early Intervention Program Revenue A.4054.0060.3278 \$58,080.00.**