

Warren County Health Services Committee
Countryside Adult Home
Meeting Agenda
February 26, 2009

Pending Item:

None

New Business:

Request for Resolution:

To amend the new contract with Sanders Fire & Safety to complete annual inspections to include maintenance on the Kitchen Knight II Fire Extinguishing System. The cost per hour is listed on the copy of the proposed contract, I propose adding in that no repairs will be done without an estimated cost for parts and that it allow up to \$350.00 per repair (not including the price per hour). Anything above that would be subject to committee approval.

Rationale: As stated previously after contacting at least three other companies I have found only Sanders both willing and capable of providing the service which we need.

Last month though it went through this committee it was presented back to me because purchasing requested a percent over cost for parts, I called and was told they do not do that because they buy things in different places at different times and depending on where or when they get the things the price could be different. Please see the attached copy of the proposed contract.

I would ask that the committee either accept what I have suggested or please offer an alternative way to handle the cost of repairs due to I have not found any one else in my area qualified to repair my particular system.

Request For Resolution:

To authorize Countryside to open Respite Services

Rationale:

Respite services have been approved by Department of Health utilizing 4 of our beds for respite care. We have been working on the application process for over a year and have finally received approval.

Providing respite services will allow people to come in for awhile and try it before committing to long term care. It also allows people to come in from the hospital for a short term before returning to their home with the possibility of them choosing Countryside when they need long term residential care. This also provides an added service to the community if you are taking care of a loved one and just need a place short term while you go on vacation or just need a brake we can fill those needs again with the hopes that when it comes time for long term needs they will choose us.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Countryside Adult Home

DATE: 2/27/09

(a) Purpose of Contract Change: To include Maintenance of the kitchen fire system to the newly approved contract for inspection of the system as previously asked in the committee meeting 1/23/09

(b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 115of 2009

(c) Name of Contractor: Sanders Fire & Safety

(d) Address of Contractor: 26 Viall Ave., Mechanicville, New York 12118

(e) Contractor's Contact Person and Telephone Number: Margaret Casey (518)665-0400

(f) Commencement Date of Extension:

(g) Termination Date of Extension:

(h) Payment Provisions: i) lump sum amount
ii) hourly rate amount \$80.00 hourly rate, Emergency Service calls, weekends and holidays \$120.00 per hr., Vehicle surcharge per trip \$10.00. Cost of parts to be reviewed prior to proceeding with repairs. Parts per visit not to exceed \$350.00 per repair without committee approval.
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: 6030.413



SANDERS FIRE & SAFETY

26 Viall Avenue, Mechanicville, New York 12118 ☐ (518) 665-0400 ☐ FAX (518) 665-0637

January 21, 2009

Brenda Hayes
Countryside Adult Home
353 Schroon River Rd
Warrensburg, NY

Phone: 623-3451

Subject: Semi-Annual Inspection and Test of the Kitchen Hood Fire Suppression System.

Dear Ms. Hayes:

The National Fire Protection Associates (NFPA)-codes, the manufacturer, and NYS Local codes require that your fire suppression system be inspected on a semi-annual basis. To ensure optimum performance and overall personnel confidence in your system, it is important that the system be inspected by a factory-trained technician. Listed below are the nine major items performed for a semi-annual inspection:

1. Cylinder is checked to insure its proper charge.
2. The control mechanism is fired.
3. Fusible link lines are adjusted and inspected and links are changed at the required frequency.
4. The remote is pulled and operability is verified.
5. The mechanical gas valve is tested.
6. If a solenoid gas valve is present, it is tested with a relay reset.
7. All nozzles and piping are visually checked to insure there is no obstruction.
8. All personnel present will be instructed on the operation and function of the automatic system.
9. An inspection report will be issued to the owner, verifying all these points and inspection tags will be dated. If there have been changes effecting protection, they will be outlined in the report.

Price per inspection	125.00*
	Annually \$250.00

* An inspection performed solely for purposes of mandatory governmental code compliance is not an enumerated taxable service (NYS 22,000.95)

The agreed price for this inspection may be supplemented by further authorization if any charge and repairs over and above the actual inspection is required. Enclosed please find two service agreements. Please send back both copies signed and we will return a fully executed copy for your records. In addition, we would like you to indicate the best time for servicing, keeping in mind our technician must work behind the filters and up in the duct. This means that appliances must be cool.

Sincerely,

SANDERS FIRE AND SAFETY

Margaret Casey
 Margaret Casey
 Executive Assistant
 mc/Countryside Adult Home agreement



SANDERS FIRE & SAFETY

26 Viall Avenue, Mechanicville, New York 12118 ☐ (518) 665-0400 ☐ FAX (518) 665-0637

Test and Inspection Agreement

January 21, 2009

By and Between:

Sanders Fire and Safety

Countryside Adult Home

26 Viall Avenue

353 Schroon River Rd

Mechanicville, NY 12118

Warrensburg, NY

Services will be provided at the following location(s):

Semi-Annual Inspection and Test of the Kitchen Hood Fire Suppression System.

Sanders Fire and Safety shall perform work according to the Standard Terms and Conditions set forth on the attached pages.

Type of Service: Two preventive maintenance inspections (semi-annual) for all equipment previously listed.

Price per inspection/ \$125.00

** An inspection performed solely for purposes of mandatory governmental code compliance is not an enumerated taxable service (NYS 22,000.95)*

This agreement and the pages attached shall constitute the entire agreement between us, which is subject to management approval and continuance of credit approval by Sanders, No waiver, change or modification of any terms and conditions on this agreement shall be binding on Sanders unless made in writing and signed by an officer or authorized manager.

SANDERS FIRE AND SAFETY

Company Name

Company Name

Authorized Signature

Authorized Signature

Date

Date



SANDERS FIRE & SAFETY

26 Viall Avenue, Mechanicville, New York 12118 ■ (518) 665-0400 ■ FAX (518) 665-0637

SERVICE RATES

Service calls required between scheduled programmed maintenance inspections will be billed at the following rates with a minimum of two (2) hours:

Technician Hourly Rate	\$ 80.00*
Emergency Service Calls, Weekends, and Holidays	\$120.00/hr. *
Vehicle Surcharge per trip	\$10.00

* Any materials and labor that are in addition to regular inspections are subject to sales tax.

Non-emergency response time not to exceed 24 hours.

Emergency response time would be approximately 2 - 4 hours.

Service Telephone Numbers:

Normal Hours 8:30am - 5:00pm - (518) 665-0400 Sanders Fire & Safety
 After Hours 5:00pm - 8:30am - (518) 435-3043 On Call Beeper

SANDERS FIRE AND SAFETY

Company Name

Company Name

Authorized Signature

Authorized Signature

Date

Date

STANDARD TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This work order request shall become effective upon execution by customer ("Customer") and acceptance and execution by a duly authorized representative of Sanders Fire and Safety ("Company").

2. INSPECTION SERVICES

Company will provide maintenance to the Customer's equipment ("Equipment") during normal working hours on normal working days (Monday through Friday) and/or after normal working hours or on Saturdays, Sundays or holidays by customer's request. Notwithstanding the foregoing customer hereby acknowledges and agrees that nothing in this agreement shall obligate the company to return on any periodic basis other than to perform the current work as outlined on the front of this work order. Any additional work beyond the current work will require the customer to make a specific request of the company.

3. EXCLUSIONS

The maintenance provided under the Agreement does not include the following:

- Connection, disconnection or removal of accessories, piping changes, moving or removing equipment or any item to gain access to equipment to be inspected or maintained;
- Inspection of any other items except fire detection or protection equipment;
- Repair of damage resulting from accident, neglect, misuse (including use of improper supplies), failure of environmental conditions (including electrical power), or maintenance or repair work performed by persons other than Company's authorized service representatives unless previously approved by Company;
- Relocating the Equipment or servicing of Equipment damaged due to relocation unless previously approved by Company;
- Upgrading or otherwise modifying the Equipment unless previously agreed to;
- Any work for cosmetic purposes;
- Topographical changes to the area protected.

4. SERVICES AND TAXES

If Customer requests remedial maintenance services, such services will be invoiced to Customer at Company's applicable hourly rates (including travel time). If remedial maintenance services were begun during normal working hours and at the request of Customer and extends beyond normal working hours, a charge will be made for hours beyond normal working hours at Company's applicable hourly rate. In addition to the services described above, Company may, at Customer's request, provide services in addition to those defined above. Such services will be invoiced to Customer on a time and materials basis. Company shall add to all charges, and Customer agrees to pay any sales, excise, use of other taxes or fees, now in effect or hereafter levied, which Company may be required to pay or collect in connection with this agreement. Additional charges shall be invoiced to Customer. If Customer is tax exempt, Customer will provide Company with a valid and correct tax exemption certificate before executing this Agreement. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this Agreement.

5. PAYMENT

All charges under this agreement shall be paid net thirty (30) days from the date of the invoice, unless otherwise specified. If the Company retains a collection agency or legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be payable by Customer.

6. ACCESS TO EQUIPMENT

A representative of Customer will be present at the site at all times that inspection services or maintenance services are being performed by Company. Company personnel will not enter nor remain at the site in the absence of a Customer representative. Company shall be given full and free access to the Equipment to perform inspection. Customer will provide a safe place in which to perform maintenance if maintenance is warranted and the parties agree that maintenance is to be performed. Company will invoice Customer for time waiting for Equipment availability after a twenty-minute wait beyond the scheduled service time.

7. FORCE MAJEURE

Company shall be excused from any delay or failure to provide services under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Company's reasonable control.

8. LIMITATION OF LIABILITY

Customer understands that, unless indicated otherwise on the reverse, the service performed on the Customer's equipment by a Representative of the Company will indicate that the fire system was electrically and/or mechanically functioning during the period of time in which the Company's representative was performing said service. The Customer acknowledges that the Company does not guarantee, imply, or suggest that the Customer's fire system will detect (and if so equipped, extinguish) all fires regardless of origin. The Customer further acknowledges that the Company shall have no responsibility whatsoever to the Customer or to any other person for personal injury or death or damage to or loss of property or value, resulting from any causes beyond the Company's reasonable control, including but not limited to, if the fire system is outdated, has been tampered with, altered or has been improperly used, repaired or maintained, or if the hazard area protected by the fire system has been altered or changed. The Company's liability on any claim for loss arising out of or connected with the service of the fire system listed on the face hereof shall be limited to the cost of the inspection for the year in which the claim arose. In no event will the Company be liable for special, incidental, or consequential damages. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to you.

9. WAIVER OF SUBROGATION

Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the fire suppression equipment. Customer further understands that the Company is relying upon this waiver in determining the cost of services provided to you.

10. INDEMNIFY AND HOLD HARMLESS

The Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of any work provided by Company in association with or involving the installation, use, operation, repair, and maintenance and performance of the fire detection and/or suppression equipment referenced herein which is caused by or contributed to by any negligent act, error or omission, solely or jointly on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to any sole negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer, shall make a claim for any damage or injury (including death) as above described the Customer agrees to indemnify and save harmless the Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), the Company and/or its agents, servants or employees may sustain as a result of any such claim and the Customer agrees to assume the defense of the Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses incurred in connection therewith. This Agreement shall continue in effect notwithstanding the fact the Customer has accepted and paid for the work. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to the Customer.

11. TIME LIMITATION

All claims, actions or proceedings, legal or equitable against Company must be commenced in court within one year after the cause of action has accrued or the act omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time or said claim action or proceeding is barred time being of the essence of this paragraph. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to you.

12. MISCELLANEOUS

A. These Terms and Conditions and the Inspection Agreement constitute the entire agreement between the parties and are collectively referred to as the "Agreement," and supersede any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on Company if expressly accepted in writing by Company. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

B. This Agreement is made and entered into the State of New York and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of New York as if entirely performed in New York without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement.

D. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of Company or Customer shown in the Inspection Agreement. Notice will be deemed to have been given five (5) days after the mailing of the notice.

13. REMEDIES CUMULATIVE

The remedies provided in this Agreement in favor of Company upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

14. NO ASSIGNMENT

This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion, for any reason or no reason.

15. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of this Agreement, which shall remain in full force and effect in accordance with its terms.

16. COMMERCIAL TRANSACTION

Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, family or household use unless otherwise acknowledged by Company.

17. OTHER DEFAULTS

It shall be a default under this Agreement if Customer files a petition in bankruptcy, has a bankruptcy petition filed against it, or is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors or defaults under any other agreement with the Company.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.

19. HEADINGS

Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

20. ATTORNEYS' FEES

In the event of a dispute between the parties regarding the interpretation or enforcement of this Agreement which results in litigation, the Company shall have its attorneys' fees and costs paid by the Customer in the event Company is the prevailing party.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: Countryside Adult Home

DATE: 2/27/09

- (a) Purpose of Request: To initiate a Respite Program at Countryside Adult Home utilizing 4 resident beds.
- (b) Details: Respite is a short term admit for up to 6 weeks in any year. We will handle all respite care the same as our long term care and provide the same services. If a resident chooses to stay or if it is determined that the individual would benefit from our long term care than we could revise the admission to long term.
- (c) Previous Resolution Number:



STATE OF NEW YORK
DEPARTMENT OF HEALTH

161 Delaware Avenue Delmar, NY 12054-1393

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Chief of Staff

February 19, 2009

Ms. Brenda Brown-Hayes
Countryside Adult Home
353 Schroon River Road
Warrensburg, NY 12885

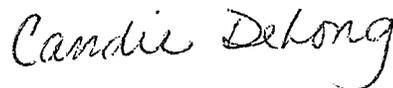
Re: #2192 Countryside Adult Home Respite

Dear Ms. Brown-Hayes,

This is to inform you that your application to operate a four (4) bed respite program for adults at the Countryside Adult Home located at 353 Schroon River Road, Warrensburg, New York, Warren County, is approved with the understanding that the combination of your house and respite residents will not exceed the authorized capacity of sixty (60) residents.

You may commence the operation of this program as of the date of this letter.

Sincerely,



Candie DeLong
Health Program Administrator
Bureau of Licensure and Certification

Cc: Marty McMahon



Candie DeLong
Health Program Administrator

Division of Home & Community Based Services
Bureau of Licensure & Certification
161 Delaware Avenue
Delmar, NY 12054
(518) 408-1624
FAX (518) 408-1249