

**Warren County Health Services
Health Services Committee Meeting Agenda
February 27, 2009
Information Submitted By: Patricia Auer, DPH/DPS
Pending Items**

Update on Point of Care

We are progressing steadily. As we expected, we have had some minor blips, and some of the staff have adapted to the program easier than others. Tammie DeLorenzo and Sharon Schaldone will be present at the meeting to elaborate on the project.

Emergency Response and Preparedness Efforts

Please see the attached information for specific activities for the past month. We are still awaiting the future fate of the grant.

New Business

Request Resolution:

To develop a contract with Pyramid Life Insurance Company (Pyramid) and American Progressive Life and Health Insurance Company of New York to allow Warren County Health Services to participate in the plan's Medicare Advantage Preferred Provider Organization (PPO) and/or the plan's Private Fee for Service (PFFS) benefit plan.

Rationale:

These plans need to contract with us in order to do home care business in Warren County since we are the only Certified Home Health Agency. Services will be reimbursed at 100% of the allowable Medicare rate for both plans so there is no down side to contracting.

Request Resolution:

To authorize entering into a subscriber agreement with ZirMed Inc. that will be compatible with the Encore Billing System that is part of the Point of Care initiative. The cost for this would be as follows:

- \$395.00 one time implementation fee
- \$195.00 one time training fee
- \$149.00 per month subscriber fee

Rationale:

This is a monthly support software program that gives us the ability to verify insurances before billing, save time on denials, and result in a more expedient processing of claims and a quicker reimbursement for services.

Request Resolution:

To enter into an agreement with Shoreland Inc. in order to obtain a single site license agreement for Travax Encompass Web Based Travel Medicine Resource. The cost for the license to receive the subscription is \$895.00 per year, and will be 100% covered by funds from the Immunization Action Plan Grant.

Rationale:

Although grant funds across the board for all programs have been and will likely continue to be reduced, it is a safe bet that we will be fine for this purchase this year. Should anything change, we would not renew. It is important to have this information, as it will assist us in meeting one of our 2009 Department Goals to begin offering a travel immunization clinic.

Request Resolution:

To develop a contract with Laura L. Walter to provide occupational therapy services.

Request Resolution:

To develop a contract with Melissa Kenison-Rose to provide occupational therapy services.

Rationale:

All occupational therapy services are billable visits. We are currently down an occupational therapist who has been in Florida for a few months, and may be looking to retire in the not distant future.

Request Resolution:

To develop a contract with Orthopedic and Spine Physical Therapy, PC to provide physical therapy services.

Request Resolution:

To authorize a contract with Savita Sharma to provide physical therapy services.

Rationale:

Physical therapy visits are reimbursable, and we can always seem to have plenty of patients requiring this service, particularly with the increased joint replacement surgeries.

Request Committee Approval:

To allow Dana Hall, RN, CHN to travel to Cooperstown, New York to attend the 2009 NYSACHO Immunization Meeting on April 23 – 24, 2009.

Rationale:

It is important that we have representation at this meeting as it covers all updates and changes to current immunization schedules and practice. NYSACHO will cover the cost for lodging and meals, and she will travel in a Health Services fleet vehicle. The only expense to Warren County will be to pay the nurse's salary for the hours of the conference, and gas to travel to and from the conference.

Request Committee Approval:

To authorize participation in the Home Care Association of New York State Clinical Advantage Teleconferences at a cost of \$145.00 per conference.

Rationale:

This is a cost effective way to provide in-service education to large numbers of nurses on various disease entities. Educational materials are provided with the conference registration. There is a different disease presented each month, and we will only utilize those where we have a significant number of patients.

Request Resolution:

To authorize the submission of an application to the New York State Department of Health to continue to be the sponsoring agency for the WIC Program for the period October 1, 2009 through September 30, 2014.

Rationale:

Warren County has been the sponsoring agency for this program since 1977. It is an important program that provides tangible food benefits to pregnant women, infants and children up to 5 years old. Not all participants in this program receive social services; many are low income working folks. The program is currently 100% funded, but with any federal or state funded program, particularly in today's economic times, there are no guarantees this will continue to be the case. We would recommend continuing to sponsor the program, and if the funding becomes an issue we would look not to renew the annual contracts. We have had several years in the past where the program was not fully funded and the county, in recognizing the importance of the program, and not wishing to decrease services or lay off staff has opted to keep the program whole. This, in the worst case scenario, has equated to approximately \$30,000 dollars. Ginelle Jones, Assistant Director of Public Health, and Jean Spencer, WIC Program Coordinator, attended the bidders conference for the application on February 11, 2009, and they were the only agency from Warren County.

Report of Expenditures and Revenues

Please see the attached information.

Budget Transfers

Tawn Driscoll, Fiscal Manager, will be present at the meeting to review.

Informational Item:

We have had a full time Community Health Nurse resign for retirement. With the current hiring freeze we are not asking to backfill the position, but the use of per diem nurses will be higher than would have been the case with the full time position in place. This is the 2nd full time position we are down since January 1st of this year when we eliminated a Public Health Nurse position in order to backfill a retiring Supervising Nurse position. We are understanding of the current fiscal situation and will do our best to meet patient care needs. We will save the expense of a benefit package by not filling the position, but continuity of patient care will be somewhat compromised. Also, since the nurses are just learning the electronic record system, it is taking longer for patient visits and completing documentation than will be the case when they are well familiar with the Point of Care system. Depending upon how our patient load goes, we may need to come back and request to fill the position, but if we do, we will have documentation for the need. But, should we lose another nurse, there will be no question that we will have to request to backfill. We will continue efforts to minimize overtime whenever possible, but we are a seven- day a week operation, so there is only so much we can do given that many per diem nurses will not work weekends, and patients must be covered.

Attachments:

Emergency Response and Preparedness Activities
Report of Expenditures and Revenues

WARREN COUNTY BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2008 AS OF 2/24/2009 5:54:16 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V

CODE(S): 4010, 4011, 4013, 4016, 4018, 4046, 4054, 4189, 9061, 4025

EXPENSES	2008 BUDGETED	2008 YTD ACTUAL	2007 Prior Year Totals
Salaries - Regular	\$3,044,443.00	\$3,006,720.13	\$2,852,970.52
Salaries - Overtime	\$222,572.00	\$209,579.17	\$197,398.54
Salaries - Part Time	\$347,181.00	\$329,546.87	\$309,079.68
Salaries - Sick Leave Incentive	\$800.00	\$800.00	\$1,200.00
100's PERSONAL SERVICES	\$3,614,996.00	\$3,546,646.17	\$3,360,648.75
200's EQUIPMENT	\$81,236.00	\$69,518.54	\$74,772.07
400's CONTRACTUAL	\$9,653,297.00	\$8,528,576.51	\$9,173,710.39
800's EMPLOYEE BENEFITS	\$63,091.00	\$57,581.33	\$59,089.23
TOTALS	\$13,412,620.00	\$12,202,322.55	\$12,668,220.44

REVENUES	2008 BUDGETED	2008 YTD ACTUAL/ACCRUED	2007 Prior Year Totals
	\$12,408,723.00	\$10,338,890.63	\$11,957,410.14

Note: *Revenues reflect an accrual for the October and November CHHA,LTC and MCA billing of \$362,097.81 and \$313,019.48, respectively. Also a \$115,160 accrual for Telemed billing from 10/07 to 12/08. We currently are finalizing the December billing with the new Point of Care system.

*Also an accrual of \$4,804.50 was billed to Washington County for their half of the STD Clinics and \$40,170 for the WIC December Grant.

* Preschool Revenue to be billed in April 2009 of an estimated \$1,293,365.75 has been accrued for the current school year from July to December 2008 services. Accrued Early Intervention revenue is \$70,542.

Additional revenues for 2008 are anticipated of over \$1,025,000 in WIC Food vouchers and over an additional \$500,000 in billing and state aid revenues.

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: February 27, 2009

Emergency Response and Preparedness Activities

DATE	TYPE	SUBJECT	ATTENDEES
2/4/09	Meeting	L-1 - PH ERP	Ginelle Jones, Barb Orton, Angela Meade
2/10/09	Meeting	Monthly BT Coordinators	Barb Orton, Laura Saffer
2/17/09	Tabletop	Monthly GFH - Train derailment in Ft. Edward	Barb Orton
2/18/08	Test	HIN/HAN/HPN Equipment - all worked	Angela Meade
2/19/09	Meeting	Re: Pan Flu - Jail @ Washington County	Barb Orton
2/23/09	Conference Call	L-15 - After Action Call	Ginelle Jones
2/24 - 2/26	Training	ICS - 300 - Ballston Spa	Ginelle Jones
2/25/09	Conference Call	Clinic Ops	Barb Orton, Angela Meade

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

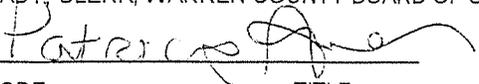
Sharon Schaldone
Assistant Director Home Care
Phone: 518-761-6415
Fax: 518-761-6562
Email: schaldones@co.warren.ny.us

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

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

SIGNED: 

DATE: 2/27/09

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.4189.110	Bioterrorism-Regular Salaries	A.4189.130	Bioterrorism-Part Time Salaries	\$1,050.00
A.4189.470	Bioterrorism-Contract Expense	A.4189.130	Bioterrorism-Part Time Salaries	\$8,000.00
A.4189.260	Bioterrorism-Other Equipment	A.4189.423	Bioterrorism-Phone Expense	\$4,300.00
A.4013.110	WIC-Full Time Salaries	A.4013.130	WIC-Part Time Salaries	\$16,000.00

Total Transfers \$29,350.00

Please state reason for transfers requested:

1. Transfer funds to cover part time employee who will be taking BT "Call Pay" for 7 months.
2. Transfer of funds to cover Per Diem Educator. After budget completed was expensed in contract but should be part time salary expense.
3. Transfer of funds from equipment to expenses. Not anticipating equipment purchases during grant year, therefore needed to cover phone expenses.
4. Transfer of funds to cover part time Nutritionist for WIC program. Covered within WIC Grant. Budgeted under full time salaries, should be part time salaries.

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. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize agreement to allow reimbursement for services
- (c) Name of Contractor: Pyramid Life Insurance Company and American Progressive and Health Insurance Company
- (d) Address of Contractor: 488 Loop Central Drive, Suite 700, Houston, TX 77081
- (e) Contractor's Contact Person and Telephone Number: Victoria LuKas, 718-939-2671, email: vlukas@juno.com, fax contract to ATTN: Barbara, 866-628-0464
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 1/1/09
- (h) Termination Date of Contract: See page 4 of 16, #7 of contract attached
- (i) Payment Provisions: Per contract agreement
 - 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.
- (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, A.4016.1602 Long Term Home Health Care Program, A.4018.0030.1613 Immunizations

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (“Agreement”) is by and between _____ (“Provider”) as identified in Exhibit A and The Pyramid Life Insurance Company (“Pyramid”) and American Progressive Life & Health Insurance Company of New York (“American Progressive”) (Pyramid and American Progressive are collectively “Plan”) and effective January 1, 2009 (“Effective Date”), allows Provider to participate in Plan’s Medicare Advantage preferred provider organization (“PPO”) and/or Plan’s Private Fee-For-Service (“PFFS”) benefit plans. Under this Agreement the term “Provider,” includes a medical group, physician, independent physician association (“IPA”), home health agency, skilled nursing facility, or any other health care professional or facility.

Plan and Provider agree as follows:

1. **Provider Services.** Provider agrees to furnish covered services to beneficiaries enrolled in a Plan benefit plan (“Members”) that are within Provider’s licensing and qualifications. Provider shall make available and provide to Members only those medically necessary covered services that are described in the Member’s evidence of coverage (“Covered Services”) within the scope of Provider’s licensing, training, experience and qualifications and consistent with accepted standards of medical practice and the terms and conditions of this Agreement. All services shall be provided in accordance with all applicable provisions of law, all applicable generally accepted professional standards, and the terms of this Agreement.

2. **Provider Obligations.**

- a. Non Discrimination. Provider shall not discriminate against any Member in the provision of Covered Services whether on the basis of the Member's coverage under a health benefit plan, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services or supplies, or other unlawful basis.
- b. Practice Providers Notice of Termination. If applicable, Provider use its best efforts to provide, and shall require any Practice Providers to use its best efforts to provide, Plan with at least ninety (90) days prior written notice of the withdrawal of any Provider or Practice Provider from the network.
- c. Quality Improvement, Credentialing, and Utilization Management. Provider agrees to participate, cooperate, and comply with all aspects of Plan’s care coordination activities, quality improvement and improvement activities (including HEDIS reporting), credentialing activities, utilization management activities, hospitalist programs, Member grievance and appeal procedures, Member and participating provider satisfaction activities, medical records review, formulary programs, preventive health policies and programs and all Policies and Procedures. All activities relating to utilization management, quality improvement programs and credentialing shall be conducted in such a manner as to be subject to and obtain the privileges and immunities of applicable laws pertaining to peer review activities.
- d. Provider Availability. Provider shall ensure that Covered Services are available twenty-four (24) hours a day, seven (7) days a week, including coverage after hours or when

Provider is otherwise absent, consistent with Plan's provider manual. Provider shall require that covering Providers comply with the terms of this Agreement for all services rendered as a result of any on-call coverage arrangements.

- e. Compliance of Practice Providers. If applicable, Provider shall bind any and all Practice Providers authorized by Plan to provide services to Members to comply with the terms of this Agreement. Upon request, Provider will provide evidence of Practice Providers' agreement to abide by the terms of this Agreement.
- f. Provider Manual. Provider shall be bound by all applicable policies and procedures as they relate to this Agreement, adopted by Plan from time to time, and set forth generally in the provider manual. Provider acknowledges that the provider manual will not be completed and finalized prior to the Effective Date. Copies of the provider manual shall be made available via Plan's website to Provider prior to final adoption by Plan. Plan may amend the policies and procedures at any time, but will provide notice at least thirty (30) days prior to their effective date. The parties agree that any policies and procedures necessary to effect compliance with laws do not require thirty (30) days prior notice and shall be effective as stated in such notice.

3. Provider Representations and Notification. Provider represents and warrants that:

- a. Provider and each Practice Provider, if applicable, is currently, and for the duration of this Agreement shall remain, licensed, accredited or certified, as applicable, in accordance with the laws of the state in which such provider renders services covered by the terms of this Agreement;
- b. Provider and each Practice Provider, if applicable, holds and shall maintain a current and valid federal Drug Enforcement Agency ("DEA") number, where applicable;
- c. Provider shall notify Plan immediately in the event of any change (i) of address, phone number, tax identification number, licensure, certification, accreditation, Medicare or Medicaid qualification, medical staff privileges at either a participating or non-participating hospital or DEA status; (ii) in any Provider representations or warranties; and (iii) if applicable, any changes to the foregoing with respect to a Practice Provider;
- d. Provider represents and warrants to Plan that (i) neither Provider, Practice Provider, nor any of their respective Affiliates (for purposes of this Agreement, "Affiliate" means, with respect to a party, an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with such party) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a 7b (f), for the provision of items or services for which payment may be made under such federal health care program; (ii) Provider has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Provider or its Affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder; and (iii) no final adverse action, as such term is defined under 42 U.S.C. §1320a 7e (g), has occurred or is pending or threatened against Provider or its Affiliates or to Provider's knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement;

- e. Provider is authorized to act on behalf of its Practice Providers and shall provide, upon request, evidence of such authority; and
- f. Provider shall refrain from charging Members for services provided during the term of this Agreement which are not Covered Services under this Agreement unless the Member has agreed in writing to pay for such services, prior to receiving the non-Covered Services and only after having been fully informed by Provider that such services are not reimbursable under the Member's applicable health benefit plan.

4. Plan Obligations.

- a. Member Identification. Plan shall issue identification cards to Members. However, presentation of such identification is not by itself an indication of eligibility for Covered Services and is not sufficient to obligate Plan for the costs of care. Provider agrees to verify eligibility of a Member with Plan in accordance with the provider manual.
- b. Network Directory. Plan shall make available to Members a provider directory of participating providers which includes participating hospitals, ancillary providers, and other health care providers. Plan shall use reasonable efforts to ensure the accuracy of such provider directory, but Provider acknowledges that Provider is responsible for updating Plan of any demographic change (e.g. address, phone numbers, and staff privileges, if applicable). Provider will be included in any such directory.

5. Plan Representations and Notification. Plan represents and warrants that:

- a. Plan is currently, and for the duration of this Agreement shall remain licensed, in accordance with applicable state laws to offer a Medicare Advantage PPO and/or PFFS benefit plan(s);
- b. Plan shall notify Provider immediately in the event of any change (i) of address, phone number, tax identification number, or licensure; and (ii) in any Plan representations or warranties; and
- c. Plan represents and warrants to Provider that (i) neither Plan nor any of its Affiliates are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a 7b (f), for the provision of items or services for which payment may be made under such federal health care program; (ii) Plan has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Plan or its Affiliates know or should know are excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. §1320a 7e (g), has occurred or is pending or threatened against Plan or its Affiliates or to Plan's knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

6. Payments.

- a. Plan agrees to pay the amounts set forth in Exhibit B to Provider for Covered Services within thirty (30) calendar days of receiving a Clean Claim. For purposes of this Agreement "Clean Claim" means (a) a claim that has no defect, impropriety, lack of any

required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment; and (b) a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.

- b. In the event Plan fails to make a timely payment of amounts due under this Agreement, Plan shall be obligated to pay Provider interest beginning on the thirty-first (31st) day after receipt of a Clean Claim, at a rate equal to the Medicare interest rate effective on the date of service as published by the United States Treasury Department, Bureau of Public Debt.
- c. In the event of any overpayments or payments made in error, either Party will use its best efforts to notify the other within thirty (30) business days of becoming aware of such overpayments, underpayments or erroneous payments, and shall return or arrange the return of overpayments or payments made in error to Plan, to the Provider, or Member, as applicable. Notwithstanding, except as provided below, neither party can request a payment adjustment more than twenty-four (24) months after payment of the original claim. This Section 6(c) shall survive termination of this Agreement regardless of the reason giving rise to such termination.
- d. In certain circumstances, CMS may retrospectively disenroll a Member from a Medicare Advantage plan and then recover all payments made to Plan for that Member's coverage beyond the disenrollment date. Accordingly, Provider acknowledges that Plan shall have the right to recover from Provider all compensation paid by Plan for services rendered to that Member after the disenrollment date. Provider may then seek to recover from CMS or other third party payor reimbursement for services rendered after the disenrollment date of that Member. The provisions of this Section 6(d) shall survive the termination of this Agreement regardless of the reason giving rise to such termination.
- e. Provider recognizes that certain claims for Covered Services rendered to Members are the responsibility of third parties not a party to this Agreement. It is the responsibility of Provider to comply with the coordination of benefits provisions, subrogation, and other recovery rights of Plan under federal law and with the billing requirements of Plan, which may include submitting claims or assisting Plan in submitting claims to third party payors who have primary responsibility for payment for services rendered to Members.

7. Term and Termination. The term of this Agreement shall be from January 1, 2009 through December 31, 2011 ("Initial Term"), and shall continue from year to year after the Initial Term unless Plan or Provider gives written notice of its intention to terminate the Agreement as provided for below:

- a. Termination Without Cause. After the Initial Term, this Agreement may be terminated at any time, with or without cause, upon at least one hundred eighty (180) calendar days prior written notice to Plan by Provider or by Plan to Provider.
- b. Immediate Termination for Cause. This Agreement may be terminated immediately for the following reasons:
 - i. Insolvency. If either party commits an act of bankruptcy within the meaning of the bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under either state or federal laws;

- ii. Termination of Provider's Insurance. The termination or cancelation without replacement of Provider's insurance required by this Agreement;
 - iii. Loss of Provider's License. If at any time during the term of this Agreement, Provider's or a Practice Provider's license to practice medicine, accreditation or certification, as applicable, is suspended, conditioned, or revoked, this Agreement may be terminated immediately by Plan and become null and void and of no further force or effect, except as otherwise provided herein; or
 - iv. Loss of Plan's License. If at any time during the term of this Agreement, Plan's license to offer a Medicare Advantage PPO and/or PFFS product(s), as applicable, is suspended or revoked, this Agreement may be terminated immediately by Provider and become null and void and of no further force or effect, except as otherwise provided herein.
- c. Termination for Breach. In addition, either Party may terminate this Agreement for any breach of this Agreement by the other Party upon at least sixty (60) days prior written notice by the terminating Party, unless such breach is cured to the reasonable satisfaction of the terminating Party within such sixty (60) day period.
- d. Termination or Non-Renewal of a CMS Contract. Plan shall give Provider reasonable prior notice in the event either CMS or Plan acts to terminate or not renew the Medicare Advantage contract. This Agreement shall terminate concurrently with the termination or expiration (including non-renewal) of the Medicare Advantage contract. Provider shall be reimbursed under the terms of this Agreement by Plan for all Covered Services occurring prior to the effective date of any such termination.
- e. Termination of Individual Practice Providers. In accordance with CMS regulations, Plan retains the right to approve, suspend or terminate the participation status of participating providers (each a "Practice Provider"). In the event of a Practice Provider's (i) repeated failure to comply with Plan's policies and procedures; (ii) failure to maintain professional liability insurance in accordance with this Agreement; (iii) recurrent pattern of Member dissatisfaction; (iv) repeated violation of Member hold harmless requirements as stated in Exhibit C; or (v) the loss of medical staff privileges, if such privileges are required, Provider shall prohibit such Practice Provider from continuing to provide services to Members under this Agreement. Provider shall take such action within thirty (30) days of the receipt of Plan's request, unless Plan requests Provider to cause the Practice Provider to immediately discontinue providing services hereunder because the case involves imminent harm to patient health, an action by a state medical board or other governmental agency that effectively impairs the Practice Provider's ability to practice, or involves fraud or malfeasance.
- f. Rights and Obligations Upon Termination. Upon termination of this Agreement for any reason, the rights of each Party hereunder shall terminate, except as otherwise expressly provided in this Agreement. Any such termination shall not release Provider or Plan from obligations under this Agreement accruing prior to the effective date of termination.

8. Insurance and Liability.

- a. Professional Liability Insurance. Provider shall procure and maintain throughout the entire term of this agreement, a policy of professional liability insurance in a minimum

amount equal to one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, to cover any loss, liability or damage alleged to have been committed by Provider or Provider's agents, servants or employees. Provider shall also procure and maintain general liability insurance in a minimum amount equal to one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate as well as workers' compensation and other policies as may be required or prudent to insure Provider and Provider's employees, agents or subcontractors against any and all claim or claims for damages arising in connection with the performance of any service by Provider or Provider's employees, agents or subcontractors.

b. Indemnification.

- i. Provider agrees to defend indemnify, and hold harmless, Plan and its, directors, officers, employees, Affiliates, representatives, and agents against any claims, losses, damages, costs, expenses, or liabilities, including costs and reasonable attorneys' fees, (a) resulting from negligence or willful acts or omissions by Provider or Practice Provider or their respective, directors, officers, employees, Affiliates, representatives, and agents, (b) resulting from any breach or violation, including tortious interference, of any agreement between Provider and any third party payor, or (c) arising out of or related to the performance or nonperformance by Provider or Practice Provider or their respective directors, officers, employees, Affiliates, representatives, and agents of the services to be performed by Provider pursuant to this Agreement; or (d) any matters involving the actual or alleged malpractice by Provider or any Practice Provider or their respective directors, officers, employees, Affiliates, subcontractors, representatives, and agents. This indemnity shall not be construed to limit Plan's rights to common law indemnity.
- ii. Plan agrees to defend, indemnify, and hold harmless, Provider and its directors, officers, employees, Affiliates, representatives, and agents against any claims, losses, damages, costs, expenses, or liabilities, including costs and reasonable attorneys' fees, (a) resulting from negligence or willful acts or omissions by Plan, its directors, officers, employees, Affiliates, representatives, and agents; or (b) arising out of or related to the performance or nonperformance by Plan, its directors officers, employees, Affiliates, representatives, and agents of the services to be performed by Plan pursuant to this Agreement. This indemnity shall not be construed to limit Provider's rights to common law indemnity.

9. **Amendments.** This Agreement may be amended or modified in writing as mutually agreed upon by the Parties. Except for blanks on originally printed forms, no handwritten or separately printed additions or changes will be effective, even if they are initialed or signed. Notwithstanding the foregoing, amendments as reasonably determined by Plan to be necessary to effect compliance with legislative, regulatory or other legal authority do not require the consent of Provider and shall be effective as stated in Plan's notice of amendment.

10. **CMS Requirements.** Provider agrees to comply with the terms required by the Centers for Medicare & Medicaid Services ("CMS") for contracting providers serving Medicare Advantage beneficiaries, as noted in Exhibit C.

11. **Miscellaneous.**

- a. Independent Contractor Relationship. This Agreement is not intended to create nor shall be construed to create any relationship between Plan and Provider other than that of independent entities contracting for the purpose of effecting provisions of this Agreement. Provider acknowledges and agrees that although Plan are Affiliates of each other, neither Pyramid, American Progressive, nor any other Affiliate of such party shall be construed, interpreted, or deemed to be jointly and severally liable for acts, omissions, breaches of any other entity.
- b. Confidentiality/Communications
- i. Confidentiality. The Parties acknowledge that, as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Provider and Plan shall hold such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement, in confidence and shall not use or disclose such information, either by publication or otherwise, to any person without the prior written consent of the other Party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement. This provision shall not be construed to prohibit either party from disclosing information to such party's Affiliates or their respective agents or subcontractors. This provision shall survive the termination of this Agreement.
 - ii. Communications to Members. Nothing in this Agreement is intended or shall be construed to inhibit or limit Provider's freedom to communicate with patients who are Members, including discussing a patient's health status, medical care or treatment options; recommending any procedure or course of treatment; the risks, benefits, and consequences of treatment or non-treatment; the opportunity for the Member to refuse treatment and to express preferences about future treatment decisions; or recommending that Plan approve benefits for any procedure or course of treatment.
- c. Non-Solicitation. Throughout the term of this Agreement and for a period of one (1) year thereafter, neither Provider nor any Practice Provider shall, without Plan's prior written consent, directly or indirectly engage in the Solicitation, as defined below, of any Member. For the purposes of this Section 11(c), "Solicitation" means any oral or written statement or other action by Provider or a Practice Provider or by their respective representatives, agents and employees that may be reasonably interpreted as designed to persuade or encourage any Member or employer of such Member to disenroll from Plan or to receive health care from Provider or a Practice Provider other than pursuant to this Agreement. The provisions of this Section 11(c) shall survive the termination of this Agreement regardless of the reason giving rise to such termination.

In the event that this Agreement is terminated, Provider shall have the right to send out a letter, the content of which shall be limited to a factual description of the termination of the Agreement and a complete list of other indemnity plan, managed care plan, or governmental health programs under which Provider provides services. Plan shall have the right to review and approve Provider's letter.

- d. Disputes. Plan and Provider agree to meet and confer in good faith on an informal basis to resolve any problems or disputes that may arise under this Agreement. Any controversy, dispute or claim arising out of or relating to this Agreement or the breach thereof, including any question regarding its interpretation, existence, validity or termination, not resolved on an informal basis shall be resolved by arbitration in accordance with this Section 11(d); provided, however, that the following shall not be subject to arbitration: (i) the right of either Plan or Provider to terminate this Agreement without cause under Section 7(a); or (ii) in a legal proceeding brought by a third party against Plan or Provider, or any cross-claim or third party claim brought by a third party against Plan or Provider. In the event arbitration between Plan and Provider becomes necessary, such arbitration shall be initiated by either party making a written demand for arbitration on the other party. The arbitration shall be conducted in the state in which Covered Services were provided to Members. The arbitration shall be conducted in accordance with the Federal Arbitration Act (the "Act") and the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") as they are in effect when the arbitration is conducted. To the extent that the Act is inconsistent with the Rules, the Act shall govern over the Rules. The parties expressly agree to be bound by the decision of the arbitrator(s). All costs relating to the arbitration shall be borne equally by the Parties, other than their own attorneys' and experts' fees. The parties will bear their own attorneys' and expert's fees. With respect to disputes arising during the life of this Agreement, this Section 11(d) shall survive the termination or expiration of this Agreement.
- e. Notice. Any notice, request, instruction or other document to be given hereunder shall be in writing and, except as otherwise provided for herein, shall be delivered personally, overnight courier, or sent by registered mail or certified mail, return receipt requested, postage prepaid, and shall be effective upon receipt (or rejection of same) if delivered personally, mailed, or via overnight courier. In the event of change of address, notice thereof shall be delivered personally or mailed in the manner aforesaid and shall become effective upon delivery, or if mailed, upon receipt by the recipient.
- f. Assignment. Neither Party to this Agreement shall assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of the other Party; provided, however, Plan may assign this Agreement to an Affiliate, as defined in Section 3(d), or join such party to this Agreement without the consent of Provider. Other than as expressly provided by this Agreement, any attempted assignment, by operation of Law or otherwise, shall be void and unenforceable. This Agreement shall inure to the benefit of and shall bind the successors and permitted assignees of the parties hereto.
- g. Force Majeure. Notwithstanding anything in this Agreement to the contrary, the parties shall each be excused, discharged and released from performance under this Agreement to the extent such performance is limited, delayed or prevented in whole or in part for any reason whatsoever not reasonably within the control of the affected party, including but not limited to any acts of God, war, invasion, acts of foreign enemy, acts of terrorism, hostilities (whether war was declared or not) or by any laws or court order. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as such conditions cease, the party affected thereby shall promptly fulfill its obligations under this Agreement.

- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Any authorized officer may execute or cause to be executed with a facsimile signature in lieu of a manual signature. Each of the parties understands and agrees that the Agreement may be delivered to the other party either in the form of an executed hard copy original or an executed original sent by facsimile transmission to be followed promptly by mailing of a hard copy original, and that receipt of a facsimile transmitted Agreement purportedly bearing the signature of the other party shall bind such transmitting party with the same force and effect as the delivery of a hard copy original. Any failure by a party to receive the hard copy executed original of the Agreement shall not diminish the binding effect of receipt of the facsimile transmitted executed original of the Agreement.
- i. Severability. If any provision of this Agreement is found to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement. If the invalid provision is material to the overall purpose and operation of this Agreement and is in violation of any laws, either party may provide the other with written notice of such a defect. The parties shall have thirty (30) days to cure the defect by method of amending this Agreement to comply with the applicable laws in question. If the parties are unable to make the necessary changes, then either party shall have the right to terminate this Agreement with ninety (90) days prior written notice to the other party.
- j. Headings. All captions and headings throughout the Agreement are for convenience only and shall in no way be held or deemed to limit, modify or amplify the meaning of any provision of the Agreement. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to the Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of the Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- k. Governing Law. This Agreement, and the instruments, agreements and transactions contemplated hereby, shall be governed, construed, and enforced in accordance with federal Medicare law and the laws of the state in which such Provider renders services covered by the terms of this Agreement.
- l. Non Waiver. No covenant, condition, or undertaking contained in this Agreement may be waived except by the written agreement of the affected parties. The waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

- m. Third Party Rights. This Agreement is entered into by and between Plan and Provider for their benefit. Except as specifically provided herein, no third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- n. No Guarantee of Utilization. Provider acknowledges that Plan in no way guarantees that a particular number of Members, if any, will enroll in its Medicare Advantage programs or will receive Covered Services from Provider.
- o. Entire Agreement. This Agreement, together with the exhibits and all other documents incorporated by reference, contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. Neither party shall be entitled to any benefits other than those specified herein. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- p. Electronic Storage. The parties agree that the original of the Agreement, including the signature page, may be imaged and stored in an electronic format on Plan's computer systems and that any printout or other visually readable output which accurately reproduces the original of the Agreement, may be used for any purpose for which the original was intended, including proof of the content of the original writing.
- q. Compliance with Laws. Provider acknowledges that Plan receives federal funds and that as a subcontractor of Plan, the payments to Provider under this Agreement are, in whole or in part, from federal funds. Provider and Plan shall follow and adhere to all applicable state and federal laws, including, but not limited to, the Civil Right Act of 1964, the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act , and all Medicare laws, regulations and CMS instructions in carrying out the terms and conditions of their respective duties and obligations under this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Agreement between Plan and Provider is entered into by and between the undersigned parties, to be effective as of the date first written above.

PLAN

By: _____
Theodore M. Carpenter, Jr.
Executive Vice President

Date: _____

Address for Notices:
4888 Loop Central Drive, Suite 700
Houston, Texas 77081
Attn: Executive Vice President

With a Copy to:
4888 Loop Central Drive, Suite 700
Houston, Texas 77081
Attn: Chief Financial Officer

PROVIDER

By: _____

Printed Name: _____

Title: _____

Date: _____

Address for Notices:

Attn: _____

With a Copy to:

Attn: _____

**EXHIBIT A
PROVDER LOCATIONS**

Facility/Practitioner Name	Address	City	State	Zip Code

**EXHIBIT B
PROVIDER COMPENSATION**

Plan will pay Provider for Covered Services that are provided to Members according to the rates set forth in this Exhibit B, reduced by applicable copayments, coinsurance, deductibles, and other Member cost sharing amounts (collectively "Member Costs"). Except as described in Exhibit B-1, Provider will accept such amounts and any Member Costs as payment in full for Covered Services provided to Members.

Plan shall pay Provider for Covered Services at the applicable negotiated rates set forth below:

PPO Benefit Plans:

All Covered Services shall be reimbursed at **one hundred percent (100%)** of the current Medicare allowable as defined by CMS (currently based on resource utilization groups) and in effect on the date of service. The Medicare reimbursement calculation will be based on the rates for the county or zip code in which services were rendered. Such rates shall be updated in accordance with CMS guidelines.

PFFS Benefit Plans:

All Covered Services shall be reimbursed at **one hundred percent (100%)** of the current Medicare allowable as defined by CMS and in effect on the date of service. The Medicare reimbursement calculation will be based on the rates for the county or zip code in which services were rendered. Such rates shall be updated in accordance with CMS guidelines.

**EXHIBIT B-1
DUAL ELIGIBLES**

Dual Eligible Members. Provider acknowledges and agrees that, for Members who are “Dual Eligible” (i.e. who are qualified for and enrolled in both the Medicare and Medicaid programs and on whose behalf the applicable state Medicaid agency has an obligation under Section 1902 of the Social Security Act, as amended, to pay Medicare cost sharing for Medicare Parts A and B Covered Services), Provider shall not collect from the Member any Member Costs for which the state Medicaid agency and/or Member would otherwise be responsible, but shall, except as expressly set forth below, bill the applicable state Medicaid agency for such Member Costs. Plan shall use reasonable efforts to periodically inform Provider of Medicare and Medicaid benefits as they relate to Members and this Agreement.

The payment by Plan and the payment, if any, by the applicable state Medicaid agency shall constitute payment in full for all services rendered to such Dual Eligible Members; provided, however, if Plan enters into an agreement with the applicable state Medicaid agency to assume payment obligation for such Member Costs, then the compensation payable to Provider shall be the greater of (a) one hundred percent (100%) of the compensation payable as described in the Agreement, less any Member Costs; or (b) one hundred percent (100%) of the compensation payable as described in the Agreement, less any Member Costs, plus an amount not to exceed the amount the applicable state Medicaid agency would pay for Member Costs. In no event will Plan compensate Provider at more than one hundred percent (100%) of the Medicare allowable or negotiated rate, as applicable, for such Covered Services provided to Dual Eligibles. Plan will inform Provider in the event that Plan enters into any such agreement with the applicable state Medicaid agency.

By means of example and without limiting the foregoing, the chart below provides common examples of compensation for varying unspecified procedures:

	Reimbursement Example 1	Reimbursement Example 2
Medicare Allowable / Negotiated Rate	\$100.00	\$100.00
Plan copayment amount (Member Cost Share listed in the Member’s Evidence of Coverage and potentially to be paid by Plan on behalf of the state Medicaid agency)	\$5.00	\$5.00
Medicaid Allowable	\$80.00	\$100.00
Payment to Provider from Plan for Medicare portion of payment	\$95.00 (\$100 – \$5 Copayment)	\$95.00 (\$100 – \$5 Copayment)
Medicaid Cost Share Paid (also paid by Plan)	\$0.00 (Because the Medicaid Allowable plus the Plan copayment amount is less than the amount paid by Plan)	\$5.00 (Because Medicaid will pay the difference between the Medicare and Medicaid fee schedule up to the Member cost share amount or the state imposed maximum amount)
Net Payment to Provider from Plan	\$95.00	\$100.00

Exhibit C
Medicare Program Requirements¹

1. **Delegation.** In the event that Plan and Provider agree that Plan will delegate certain of its responsibilities under a Medicare Advantage contract to Provider, Provider agrees that any such delegation shall be in a manner consistent with the standards set forth under 42 CFR §422.504(i)(3) and (4). In such event, Provider acknowledges that, consistent with 42 CFR 422.502, Plan shall oversee and monitor Provider's performance on an ongoing basis. Provider further acknowledges that Plan is ultimately accountable to CMS for the functions and responsibilities described in the Medicare Advantage contract and regulatory standards. Provider agrees that Plan, consistent with obligations under the Medicare Advantage program, may revoke this delegation and/or terminate the Agreement if Provider does not perform satisfactorily or if any of Provider's reporting and disclosure obligations is not fully met in a timely manner.
2. **Confidentiality**¹. **Confidentiality.** Provider agrees that all information about a Member shall be treated as confidential so as to comply with all applicable federal, state, and local laws, rules, regulations and Medicare requirements including, but not limited to the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated hereunder. In addition, Provider agrees to abide by the confidentiality requirements established by Plan and the Medicare Advantage Program as set forth at 42 CFR §422.118.
3. **Maintenance and Inspection of Records.** Provider will maintain timely and accurate medical, financial and administrative records related to Covered Services rendered by Provider. Unless a longer time period is required by applicable statutes or regulations, Provider shall maintain such records and any related contracts for ten (10) years. Provider agrees that Plan, the Department of Health and Human Services ("DHHS"), the Comptroller General, or designees shall have the right to inspect, review and make copies of, any books, contracts, medical records, patient care documentation, and other records maintained by Provider pertaining to services rendered to Plan's Medicare Advantage beneficiaries under the Agreement through ten (10) years from the final date of the contract period or from the date of the completion of any audit, whichever is later. Upon written request, Provider shall provide copies of such books and records to Plan at no cost and if required, Plan shall provide such copies to CMS, DHHS, the Comptroller General or their respective designees.
4. **Hold Harmless.** Provider hereby agrees that in no event, including, but not limited to, nonpayment by Plan, the insolvency of Plan, or breach of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons acting on their behalf other than Plan for Covered Services. This provision shall not prohibit collection of any applicable Member Costs billed in accordance with the terms of the Medicare Advantage evidence of coverage.

Provider further agrees that (i) the hold harmless provisions shall survive the termination of the Agreement regardless of the cause giving rise to the termination and shall be construed to be for the benefit of Members; and (ii) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Plan or Provider and a Member or persons acting on their

¹ The requirements for provider contracting clauses can be found in 42 CFR 422.204, 502, and 504, and Sections 100 and 110 of Chapter 11 of the Medicare Managed Care Manual. See <http://www.cms.hhs.gov/manuals/downloads/mc86c11.pdf>

behalf that relates to liability for payment for Covered Services provided under the terms and conditions of these clauses.

5. **Policies and Procedures.** Provider agrees to comply with all applicable policies and procedures of Plan, as described generally in Plan's provider manual.
6. **Reporting.** Provider agrees to cooperate with Plan by making available all information necessary for Plan to meet its Medicare Advantage reporting obligations under 42 CFR §§422.516 and 422.310, including, but not limited to, data necessary to characterize the context and purpose of each service furnished to a Medicare Advantage Member.
7. **Continuation.** Provider agrees that, in the event of Plan's insolvency or other cessation of operations, services to Members will continue through the period for which the CMS payment has been paid to Plan, and services to Members confined in an inpatient hospital on the date of insolvency or other cessation of operations will continue until their discharge.

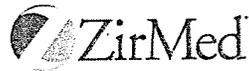
RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To enter into subscriber agreement with ZirMed that is compatible with the Escor Billing System Inc. part of the Point of Care initiative for the purpose of verifying insurances before billing to expedite claims without denials
- (c) Name of Contractor: ZirMed Inc.
- (d) Address of Contractor: 626 West Main Street, 6th Floor, Louisville, KY, 40202
- (e) Contractor's Contact Person and Telephone Number: Steve Lineweaver, email: stevelineweaver@zirmed.com, Fax: 502-779-453
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 3/23/09
- (h) Termination Date of Contract: 30 days written term by either party
- (i) Payment Provisions: If rates change, would return to committee to request amendment to agreement
- i) lump sum amount
 - ii) hourly rate amount per attached contract
\$395.00 one-time implimentation, \$195.00 one-time training fee, \$149.00 per month subscriber fee
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project
Number, and Title, and Amount: A.4018.428 Data Processing



Subscriber Agreement

This Subscriber Agreement ("Agreement") is made and entered into between ZirMed, Inc., a Delaware corporation, with its principal place of business at 626 West Main Street, 6th Floor, Louisville, Kentucky 40202 ("ZirMed"), and Provider/Organization ("Customer"), identified below. This Agreement governs the access and use of the products and services ("Services") provided by ZirMed directly or made available to you through the ZirMed website by third parties with whom we contract.

Section I – Customer Address and Contact Information

Customer Information	Billing Information
Customer Name: Warren County Health Services	<input type="checkbox"/> Same as Customer Address and Contact Information
Implementation Contact: Tammy DeLorenzo	Billing Contact:
Address: 1340 State Route 9	Address:
City: Lake George State: NY Zip: 12845	City: State: Zip:
Telephone: 518-824-8772 Fax: 518-761-6562	Telephone: Fax:
e-mail: delorenzot@co.warren.ny.us	e-mail:

Section II – Solutions

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until November 7, 2008 and expires thereafter unless accepted.

Solution	Monthly Fee	Transaction Fee Included Transactions	Transaction Fee Per Additional Transaction	Implementation and Training Fees
<input checked="" type="checkbox"/> Claims Management System	\$99.00	500	\$0.25	\$395.00
<input type="checkbox"/> Professional				
<input checked="" type="checkbox"/> Institutional				
<input type="checkbox"/> Direct Data Entry (Professional Only)				
Paper Claims (as incurred)	-	-	\$0.45	Included
Coding, Compliancy & Reimbursement Management				
<input type="checkbox"/> Coding Tools (CPT / ICD-9)	\$	-	-	\$
<input type="checkbox"/> CCI Edits	\$	-	-	\$
<input type="checkbox"/> Medical Necessity Edits LMRP/LCD/NCD (Medicare Only) (CCI Required)	-	-	\$	\$
<input checked="" type="checkbox"/> Eligibility Verification	\$50.00	250	\$0.25	
<input checked="" type="checkbox"/> Real-Time (direct entry)	-	-	-	\$195.00
<input type="checkbox"/> Schedule Verification (Batch)	-	-	-	\$
<input type="checkbox"/> Electronic Remittance Advice	\$		\$	\$
<input type="checkbox"/> Remittance AutoPoster			SEE END USER LICENSE AGREEMENT	
<input type="checkbox"/> Print Services	-	- 0 -	\$0. for first page \$0. each additional page	\$
<input type="checkbox"/> ZirMed Financial Services - Z Pay Virtual Terminal	\$20.00 per location x Number of Locations = \$		SEE MERCHANT AGREEMENT	\$
<input type="checkbox"/> E Commerce Portal (development fee)	-	-	-	\$
<input type="checkbox"/> eCheck Processing	-	-	\$	\$
<input type="checkbox"/> MagTek Mini Swipe	\$75 per device x Number Required= \$		(plus sales tax, if applicable)	
<input type="checkbox"/> MagTek Excella Scanner	\$699 per device x Number Required= \$		(plus sales tax, if applicable)	
<input type="checkbox"/> Med-Payment.com – Lock Box Services	\$	-	\$	\$
<input type="checkbox"/> Custom Development				

Section III – Terms and Conditions

1. **Access and Use of ZirMed Products and Services.** Customer's access and use of ZirMed Services are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties in writing. Access is restricted to your internal use and benefit and any other access is prohibited. ZirMed only grants access to our website to persons, organizations and facilities that have contracted with us and that are in good standing pursuant to that agreement. Customer is responsible to ensure that entities affiliated with it that have access to our Services (consistent with the terms of the Agreement) will abide by the terms of this Agreement, and is responsible for any of their acts and omissions, including but not limited to any damages caused by them.

2. **Authorization and Use.** ZirMed grants to Customer a limited, nonexclusive and nontransferable license to use certain proprietary software Services. Except as otherwise set forth herein. Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by ZirMed do not include equipment, peripherals, devices or connectivity between Customer and ZirMed for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specification for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from ZirMed upon request.

3. **Customer Duties and Obligations.** Customer agrees to use the Services provided by ZirMed hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. ZirMed reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and ZirMed specifications as described herein. Customer and its users may not use or access the Services in any way which, in ZirMed's reasonable judgment, adversely affects the performance or function of the Services or interferes with the

ability of other authorized parties to access the Services. ZirMed may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in ZirMed's sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations, and shall provide all supporting documents to ZirMed as requested. Customer agrees that ZirMed has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access ZirMed Services, including but not limited to dedication of individuals for the implementation and training process; (b) when necessary, creating and sending required test data that would include all payers and specialties; (c) providing necessary information, complete and return to ZirMed all forms reasonably required by ZirMed or Payers in a timely manner; (d) providing authorized signatures to ZirMed and to the payers as required by applicable law.

Further, Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for ZirMed Services. A description of these designations is more fully defined in Section 23 of this Agreement. ZirMed will assign each entity or individual that you identify as a user of our Services, a password and you agree, for yourself and all such affiliated entities, not to reveal said password to any third party without our written consent. Customer agrees to notify ZirMed immediately and in writing of any known or suspected unauthorized use of ZirMed Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.). Customer acknowledges that ZirMed may find it necessary to disable access to our website and any Service at any time if we have reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to our Services.

4. ZirMed Duties and Obligations. We agree to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. We shall provide you with information materials regarding initiation and use of our Internet-based and desktop Services and network. We will provide all reasonably required start-up and maintenance services to you and entities affiliated with you in initiating use of the connections with our Services. Our Services include online education and testing, system implementation and mapping, as well as, trouble shooting services.

5. Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by ZirMed under this Agreement are proprietary and/or confidential to ZirMed and owned exclusively by ZirMed, and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of ZirMed. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Additionally, ZirMed's name, trademarks, trade names and logos are proprietary to ZirMed and may not be used without ZirMed's prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to ZirMed. Therefore, both Parties agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending Party will pay all reasonable costs/penalties associated with said unauthorized release of confidential information. Services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either Party prior to the disclosure by the other; (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either Party; or (d) is independently developed by a Party.

6. HIPAA. If Customer is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations issued thereunder ("HIPAA"), then solely with respect to any Protected Health Information (as defined in HIPAA) received from Customer under this Agreement, ZirMed shall as required by HIPAA or other applicable law (a) not use or disclose protected health information other than as permitted or required by this Agreement, any subsequent Business Associate Agreement, or by law, (b) use appropriate safeguards to prevent prohibited use or disclosure of such information, (c) report to Customer any unauthorized use or disclosure of such protected health information of which ZirMed becomes aware, (d) ensure that any agents to whom ZirMed provides protected health information agree to the same restrictions and conditions that apply to ZirMed with respect to such protected health information, (e) make available, amend, or provide an accounting of disclosures of protected health information, to individuals or the Secretary of the United States Department of Health and Human Services; and (f) make ZirMed's internal practices, books and records relating to such disclosures available to the Secretary. Upon termination of this Agreement, ZirMed shall limit further uses of Customer's protected health information.

ZirMed shall be entitled to use and disclose information received from Customer or Customers' clients for the purpose of providing the Services, for the proper management and administration of ZirMed's business, or pursuant to a valid order issued by a duly authorized court or government authority. Customer authorizes ZirMed to release or use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise. A copy of ZirMed's Business Associate agreement may be found at www.zirmed.com/public/hipaa/businessassociate.aspx.

7. Privacy and Security. ZirMed maintains physical, electronic and procedural safeguards that are designed to meet or exceed industry standards in the healthcare claims processing and financial services industries to assure security of and guard the information you entrust to us. Our privacy and security standards ("Standards") are designed and monitored in compliance with both HIPAA and The Gramm-Leach-Bliley Act, regulating the privacy and security of financial services information. Privacy and security safeguards are designed to protect against physical and personnel security threats as well as mechanical failures, disasters and sabotage.

ZirMed protects customer accounts by placing information in a secure area within our web portal, requiring the use of unique user IDs and password access to account information, allowing and enforcing user level access restrictions, using firewalls and other security technology to protect our network and systems from external attack, enabling our servers with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the nonpublic personal information that you provide or access during a secure session (look for the padlock icon on your browser). Customer must use a browser that supports encryption technology in order to access our Services. ZirMed limits the information it requires to that necessary or relevant to our business. Further, ZirMed employees (e.g. customer service, technical service and compliance personnel) have access to your nonpublic information only on a limited, "need-to-know" basis. We conduct regular internal audits of our business practices and procedures, examining confidentiality standards and information access to maintain best practices.

Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by ZirMed. Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved. Customer shall be responsible to ensure that each user granted an account code and/or password: (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of account codes and passwords, and does not disclose them to any other Party or allow any other party to use them to access Services. Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and ZirMed shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password. Customer acknowledges that transmission of confidential information outside of our secure website may not be secure. Email, instant messaging or other forms of communication, should not contain confidential or personal information as these forms of communication cannot be assuredly secure and private.

8. Pricing and Payment. All charges for the use of Services ("Charges") shall be billed to Customer monthly. Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by ZirMed's computer system, and the pricing in effect at the time of Customer's use of such Services.

The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the U.S. or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by ZirMed shall be paid by Customer, or Customer shall reimburse ZirMed for such taxes upon its receipt of billing therefore from ZirMed, or in lieu thereof, Customer shall provide ZirMed with a tax-exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that ZirMed has no control over certain government-imposed fees and tariffs (e.g. postal increases or interchange fees) or if any change in the rules, regulations or operating procedures of any service supplier or any federal, state or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective for customer on the same day as the increase becomes effective as to ZirMed, or is otherwise incurred by ZirMed.

All payments should be sent to ZirMed via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. ZirMed offers various automated payment options including ACH and recurring billing. You may choose an automated payment option by contacting ZirMed's accounting department. ZirMed reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 30 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, ZirMed may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer.

9. Custom Development and Consulting: ZirMed will provide custom development and consulting services ("Special Services") on an "as requested" or "as required" basis to Customers. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at ZirMed's then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer site as required by such Special Services.

10. Term and Termination. The initial term of this Agreement shall be one (1) year, unless terminated, amended or modified sooner, and shall automatically renew thereafter annually for additional one (1) year terms, unless notice of termination is provided by the terminating Party, as set forth below. This Agreement may be modified in writing as evidenced by an addendum signed by both parties. In the event of a delay in implementation of this Agreement of more than sixty (60) days, the initial term will begin on the date of the first "live" or "production" transaction transmitted by ZirMed, such date evidenced on the ZirMed system. Termination of this Agreement shall not terminate Customer's obligation to pay ZirMed for all Services performed under the Agreement prior to discontinuance of performance by ZirMed due to termination. Either Party may terminate this Agreement if the other Party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after notice to the other Party specifying such failure and the Party's intention to terminate. In addition, ZirMed may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, ZirMed shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof.

In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement, Customer shall pay to ZirMed, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for one year or the remaining term of the Agreement, as extended, whichever is lower. Such payment shall be in addition and not in lieu of any other remedy of ZirMed under this Agreement.

11. Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either Party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of ZirMed. ZirMed shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of ZirMed under this Agreement may be provided or fulfilled by any subcontractor of ZirMed so long as ZirMed retains full responsibility for such obligations.

12. Warranties and Exclusive Remedies. ZirMed makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. ZirMed does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that ZirMed will use reasonable efforts to correct any errors which are due solely to malfunction of ZirMed's computers, operating systems or programs, or errors by ZirMed's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. ZirMed shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of ZirMed; (ii) errors or failures of Customer's software or operational systems; (iii) Customer's use of the ZirMed Services on a computer system that does not conform to ZirMed's specifications; (iv) computer viruses imported into the Services from or through Customer's internal computer systems; (v) misuse of or damage to the ZirMed software; or (vi) Customer's failure to report to ZirMed the existence and nature of any non-conformity or defect of the ZirMed Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR US FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by ZirMed or errors or omissions by ZirMed with respect to the information being transmitted (because of negligence or otherwise), ZirMed's sole liability, and Customer's exclusive remedy, shall be limited to ZirMed's use of commercially reasonable efforts to correct such failure in performance or errors or omissions.

13. Exclusions and Limitations of Liability. IN NO EVENT SHALL ZIRMED BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF ZIRMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT ZIRMED WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY ZIRMED, IT IS AGREED THAT IN NO EVENT WILL ZIRMED BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY ZIRMED'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM.

CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES

AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF ZIRMED. ACCORDINGLY, ZIRMED ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

ZIRMED SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION. INFORMATION SUBMITTED BY A PAYER THROUGH ZIRMED IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY; ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE, AND WAITING PERIODS MAY APPLY.

THE LIABILITY OF ZIRMED FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.

14. Force Majeure. ZirMed shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of ZirMed or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war.

15. Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of ZirMed necessary to certify the nature and extent of costs associated with ZirMed's performance of services under this contract shall be maintained and preserved by ZirMed for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that ZirMed uses the services of a related organization to provide services hereunder, ZirMed will require such related organization to maintain, preserve and make available its books and records to the same extent that ZirMed is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. Independent Contractors. ZirMed and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between ZirMed and Customer.

17. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effects to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

18. Dispute Resolution. Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Louisville, Kentucky. If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. The arbitration shall take place in Louisville, Kentucky and shall not be consolidated with any claim or controversy of any other party. The arbitrator shall have the power to make appropriate orders and rulings to regulate discovery. The arbitrator shall not have the power to award special, incidental, consequential, punitive or exemplary damages. The prevailing Party shall be entitled to recover from the other Party all costs, expenses and reasonable attorneys' fees, to be fixed by the arbitrator, and which were incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce the terms of this section or to enforce any arbitration award or relief. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. The mediation and arbitration procedures are intended to be the exclusive methods of resolving any claim arising out of or related to this Agreement. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitrators award shall be accompanied by a reasoned opinion.

CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND ZIRMED.

19. Entire Agreement. This Agreement sets forth all the representations, promises and understandings between us on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.

20. Indemnification by ZirMed. ZirMed will indemnify and defend Customer against any claim by third parties that Customer's use of any of ZirMed Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of ZirMed Services; (ii) Customer promptly notified ZirMed in writing of such claim; (iii) ZirMed will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (iv) Customer cooperates with ZirMed in every reasonable way to facilitate settlement or defense of such claims; and (v) should such ZirMed Service become or, in ZirMed's opinion, be likely to become, the subject of an infringement claim, Customer will permit ZirMed, at ZirMed's expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event ZirMed will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.

21. Indemnification by Customer. Except to the extent arising solely to the gross negligence or intentional misconduct of ZirMed, Customer shall indemnify and hold ZirMed, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) asserted against ZirMed and arising out of information provided to ZirMed, by customer, or any use or provision thereof to any third party, or any other act or inaction of Customer.

22. Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-21 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate customer's obligation to pay ZirMed for all Services performed prior to the date of such expiration or termination.

23. Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to ZirMed to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add users, delete users, and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the ZirMed website for the designated domain to permit this individual to perform these functions.

Executive Authority			
First:	Middle:	Last:	Title:
Office Address:	City:	State:	Zip:
Phone: - - ext.	Fax: - -	Cell: - -	E mail:

Domain Administrator			
First:	Middle:	Last:	Title:
Office Address:	City:	State:	Zip:
Phone: - - ext.	Fax: - -	Cell: - -	E mail:

IN WITNESS WHEREOF, the Parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement.

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

ZirMed, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To obtain a single site licensing agreement with Travax Encompass - a web-based travel medicine resource
- (c) Name of Contractor: Shoreland
- (d) Address of Contractor: 933 N. Mayfair Road, Suite 208, Milwaukee, WI 53226
- (e) Contractor's Contact Person and Telephone Number: Bridget Mulgrew, 1-800-433-5256 or 414-290-1900
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 3/23/09
- (h) Termination Date of Contract: 3/22/10
- (i) Payment Provisions: i) lump sum amount Annual license fee for subscription: \$895.00
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. At beginning of agreement year)
- (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.4018.0030.410 Disease Control Immunizations

**Products
& Services****Web-based Travel Medicine Resource**[Introduction](#) | [Overview](#) | [SL Services](#) | [Licensing, Prices & Requirements](#)**Licensing TRAVAX EnCompass**

License terms and pricing subject to change

PROFESSIONAL TOOLSTRAVAX
TRAVAX EnCompass
Travel & Routine
Immunizations**TRAVELER EDUCATION**Travel Health
Companion
Travel Health Planner**TRAVAX EnCompass SL—\$895 (1 year)**

The SL license provides for TRAVAX EnCompass use at a single corporate or clinic site to provide travel health services to a client or employee physically seen at that site location (view license). Users access EnCompass on Shoreland's Web site (see technical requirements). In addition to TRAVAX EnCompass (see Overview), licensees receive the following SL service features:

- **News Alerts**—timely travel-health-related news items delivered to your e-mailbox
- **Literature Watch Reviews**—e-mail delivery of annotated commentaries of journal articles shaping the practice of travel medicine
- Discounts on purchases of *Travel Health Companion* and *Travel Health Planner* booklets—hundreds of dollars of savings versus standard prices

TRAVAX Corporate-Wide Service

Rather than licensing EnCompass for use on a site-by-site basis (see TRAVAX EnCompass SL above), the Corporate-Wide Service license lets corporations use EnCompass to counsel any employee at any corporate location countrywide or worldwide (view license). Please call Shoreland at (800) 433-5256 or (414) 290-1900 to ask about annual license fees. The Corporate-Wide Service includes the SL services plus these additional features:

- **Added Hospitals & Clinics Data**—Corporate-Wide Service members can access an indepth data file for each of the facilities included in TRAVAX EnCompass (see sample)
- **Universal Employee Access to EnCompass Traveler**—All corporate employees may access this special "traveler education" edition of TRAVAX EnCompass featuring the following traveler-oriented components:
 - **Destination Information**—Employees can view the Country Profile and Maps for each of the EnCompass destination countries
 - **Traveler Information**—EnCompass Traveler provides employees with the *Guided Overview of Travel Health and Safety* and the traveler handouts that appear in the Provider Resources section of TRAVAX EnCompass (medical staff reference materials and other articles presented in Provider Resources are not available to all employees)

Contact Shoreland's Service Representatives

Nonstandard licensing may apply depending on your circumstances. Please call Shoreland at (800) 433-5256 ext. 2 or (414) 290-1900 ext. 2 to talk with a service representative about licensing TRAVAX EnCompass. You can also fax your request to (414) 290-1907 or e-mail sales@shoreland.com.





December 17, 2008



Bridget Mulgrew
SALES REPRESENTATIVE

Shoreland, Inc. ♦ P.O. Box 13795
Milwaukee, WI 53213-0795 USA

800 433 5256 ext. 829
414 290 1900 ext. 829
Fax: 414 290 1907
bmulgrew@shoreland.com

Office: 933 N. Mayfair Road, Suite 208 ♦ Milwaukee, WI 53226 www.shoreland.com

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Milwaukee, WI 53213-0795
USA

Helen Stern
Warren County Public Health
1340 State Route 9
Lake George, NY 12845

Offices
933 N. Mayfair Road
Suite 208
Milwaukee, WI 53226

800 433 5256
414 290 1900
Fax: 414 290 1907

www.shoreland.com

Dear Ms. Stern:

Some time ago you requested information about Shoreland's Travax® EnCompass web-based Travel Medicine Resource. I would like to take this opportunity to once again follow up on the information I sent to you. I hope that you are still interested in travel medicine and the publications Shoreland has to offer.

Shoreland is pleased to offer a wide variety of publications and services to meet all your travel medicine resource needs. Travax EnCompass combines itinerary based reporting with extensive up-to-date travel medicine information. The easy-to-use format simplifies information access and saves medical staff time.

You may visit our web site at www.shoreland.com to access additional information about Shoreland's publications and services. You will also find a demonstration of Travax EnCompass. Sample chapters of some of Shoreland's other publications including *Travel & Routine Immunizations* and the *Travel Health Companion* are available for you to view.

Please contact me at 1-800-433-5256 ext. 2 or 414-290-1900 ext. 2 to place an order or for more information. I welcome any comments or questions you may have about Travax EnCompass, or any of our other travel medicine publications.

We look forward to providing resources to meet all of your travel medicine needs.

Best regards,

Bridget Mulgrew
Sales & Service Representative



Name _____ Title _____

Company/Organization _____

Address _____

Address _____

City/State/Zip _____

Country _____

Telephone _____

Fax _____

Email _____

Product Description	Quantity (#Lots)	Unit Price	Total

Subtotal	
WI Sales Tax (5.6%) if applicable	
Total	

Payment Method

Bill P.O. Number _____
 Charge Visa MasterCard Discover American Express
 Card Number _____
 Expiration Date _____ CCV# _____
 Card Holder Name _____
 Signature _____

Billing Address (accounts payable)

Name _____
Company/Organization _____
Address _____
Address _____
City/State/Zip/Country _____
Telephone _____ Fax _____ Email _____

Mailing Address (end user's address/actual licensed site)

Name _____
Company/Organization _____
Address _____
Address _____
City/State/Zip/Country _____
Telephone _____ Fax _____ Email _____

UPS Address

Name _____
Company/Organization _____
Address _____
Address _____
City/State/Zip/Country _____
Telephone _____ Fax _____ Email _____

Address for Renewal Notice

Name _____
Company/Organization _____
Address _____
Address _____
City/State/Zip/Country _____
Telephone _____ Fax _____
E-Mail _____

Licensee address (street address where product will be used, not a PO Box, or APO etc, number)

Name _____
Company/Organization _____
Address _____
Address _____
City/State/Zip/Country _____
Telephone _____ Fax _____
E-Mail _____

Additional Telephone numbers:

Purchaser Name _____
Telephone _____ Fax _____
E-Mail _____

End User Name _____
Telephone _____ Fax _____
E-Mail _____

Renewal Contact Name _____
Telephone _____ Fax _____
E-Mail _____

The information EnCompass provides is divided into several main categories and may be accessed via the following options:

- Report Builder
- Destination Information
- Medical Library
- Clinic Operations
- What's New & Alerts

REPORT BUILDER

The *Report Builder* lets users build an itinerary and/or select multiple documents to include in a consolidated report or set of reports. High-resolution versions of the malaria and yellow fever maps can be printed as a batch or individually using Adobe's Acrobat Reader (available for free at www.adobe.com).

DESTINATION INFORMATION

Destination Information includes several types of documents for each destination listed on the index.

Provider Summary: A short report for the medical practitioner focusing on immunizations, malaria, traveler's diarrhea, and other key health concerns.

Basic Preventive Measures: A synopsis of the most important health and safety precautions for the destination.

Country Profile: A detailed report for both practitioner and traveler that offers general information about the country, recaps vaccination requirements and immunization recommendations, details malaria risk and recommended preventive measures, provides a broad assessment of other health and safety risks, and includes reporting of disease outbreaks.

Vaccine Handout: A checklist of travel and routine vaccinations that includes the categories "given," "declined," and "given at patient request," as well as a brief summary of each vaccine written in layman's language.

WHO and CDC Statements: Verbatim reporting of each organization's statements on malaria and yellow fever, plus the officially reported diseases as listed in WHO's *Weekly Epidemiological Record*.

Hospitals & Clinics: When present, this report provides information about hospitals and medical clinics in the destination country that may be choices for care for travelers.

Maps: A general country map is provided for each destination, along with a more detailed political map. When appropriate, maps for malaria and yellow fever are included for the destination.

Yellow Fever Lists: This links to information about countries with risk of yellow fever transmission and appears when a country's entry requirements stipulate prior visit to countries with risk of transmission.

Other Traveler Handouts: This is a list of linked documents useful for counseling travelers to the selected destination. It makes producing the appropriate patient handouts a simple task.

MEDICAL LIBRARY

Shoreland has designed the **Medical Library** section of EnCompass to assist physicians and other staff members in effectively preparing persons for international travel. It should be used in conjunction with the **Destination Information** section, which presents detailed reports for over 220 travel destinations. Those reports give information about immunization requirements, endemic diseases, and other health and safety hazards. Once the basic data about a country has been reviewed, physicians or their assistants can turn to sections in the **Medical Library** that relate to the specific health and safety conditions referenced.

The following categories of information are listed in the **Medical Library** index:

- Vaccines
- Other Infectious Diseases
- Health and Safety
- Special Needs

- *Forms & Samples*
- *Counseling Algorithm*
- *Guided Overview*

Most items listed in the **Medical Library** index, when selected, will display a table of contents for that topic in the left frame. The user can access the information resources that are available for that topic by clicking on the links in the left frame. Those information resources are of 3 types (at least 1 type of resource is available for every topic):

- *General Articles:* A "Medical Summary" version of the topic and/or a "For The Traveler" version may be available. The "Medical Summary" treatment of the topic is intended to be used by health professionals and provides an up-to-date overview, disease summary, symptoms, mode of transmission, preventive measures (including a full discussion of vaccine information, when appropriate), diagnosis and treatment. The "For The Traveler" version is intended to be used as a handout to give the traveler a basic understanding of the topic in layman's language. *Note:* A section entitled "Shoreland Vaccine Recommendations for Travelers" is found at the beginning of the Medical Summary for each vaccine topic. This section provides a concise introduction to the vaccine and synchronizes with recommendations appearing in individual country reports in Destination Information and Report Builder. As with all Shoreland recommendations, Shoreland's vaccine recommendations, which focus primarily on the risk to the individual traveler, reflect a synthesis and reconciliation of available advice from CDC, ACIP, AAP, and WHO, as well as ongoing global surveillance and the published literature. These recommendations may differ from those of individual countries' public health authorities.
- *Feature Articles:* Links to pertinent articles previously published in *Travel Medicine Monthly*.
- *Literature Watch Reviews:* Links to annotated summaries of journal articles related to travel medicine. *Note:* See the description of "What's New," below, for more information about Literature Watch Reviews.

Some cautionary notes:

The information provided in this section is meant to be only a summary of important aspects related to each disease and vaccine; it should not be regarded as a substitute for developing a more thorough familiarity with the subject.

We encourage all support staff to refer to the current edition of the U.S. Centers for Disease Control and Prevention's (CDC's) *Health Information for International Travel* (the "Yellow Book") and to the complete recommendation statements of the U.S. Public Health Service's Advisory Committee on Immunization Practices as published in the *Morbidity and Mortality Weekly Report* (a listing of current controlling statements is provided in the Yellow Book). In addition, for its special focus on children, we also encourage reference to the recommendations of the American Academy of Pediatrics' (AAP's) Committee on Infectious Diseases, as published in the *Red Book* and updated in *Pediatrics* or *AAP News*.

The Traveler Information provided in this section may not comply with state or federal mandates regarding informed consent. (For more information, consult your State Epidemiologist or Federal Occupational Health Supervisor.)

For further investigation:

Persons wishing to find more detailed information regarding the epidemiology, diagnosis and treatment of the individual diseases discussed here should refer to their preferred reference resources or to the following:

Control of Communicable Diseases Manual, American Public Health Association. Current edition.

Red Book: Report of the Committee on Infectious Diseases, American Academy of Pediatrics. Current edition.

Zoonoses and Communicable Diseases Common to Man and Animals, Pan American Health Organization. Current edition.

The Merck Manual of Diagnosis and Therapy, Merck, Sharp & Dohme Research Laboratories. Current edition.

CLINIC OPERATIONS

Clinic Operations is designed to help travel medicine practitioners establish and operate a travel clinic in a cost-effective manner while promoting quality care. Included are materials that have been designed to help increase efficiency, standardize the delivery of service, reduce the administrative workload and diminish overall operating costs. EnCompass also provides a listing of items needed to open a clinic, suggestions for hiring staff, an offering of travel medicine resources, and a wealth of marketing and promotion ideas.

This section offers guidelines on how to order, store, and administer basic and travel-specific vaccinations. It also provides basic policies and procedures for your staff to follow when communicating and seeing patients. Finally, you can peruse a selection of forms and rubber stamps designed to reduce workloads and costs while maintaining a high level of care or read a series of case studies that cover travelers with unusual needs, schedules, and histories.

What's New & Alerts provides a summary of changes and additions to EnCompass information since the previous update. Most commonly, changes fall in the Destination Information categories of *Current Health Concerns* and travel advisories. However, additions or revisions to other categories of information are highlighted here as well, including "Literature Watch Reviews." Alerts regarding vaccine or medication recalls and shortages are posted here, and an archive of past alerts is included.

Literature Watch Reviews are annotated summaries of journal articles related to travel medicine. Each one includes the following three sections.

- *Conclusion* – Reviewer's summary of what is most relevant and applicable from the original article for the practice of travel medicine.
- *Abstract* – A recapitulation of original experimental data from the article.
- *Commentary* – Reviewer's observations about the article's topic, study methods, timeliness, relevance, and ramifications.

Literature Watch Reviews propose to provide a summary of medical knowledge; they are not intended as a substitute for reading and review of original research nor are they to be relied upon as the sole basis for clinical expertise and education. Neither the publisher nor the reviewer or advisors warrant or guarantee the validity of the studies discussed or the commentary on the studies.

Note: Literature Watch Reviews published prior to December 2000 follow a different format in which the conclusion and commentary are set in italicized text in the second half of the review.

ESSENTIAL ELEMENTS OF THE PRE-TRAVEL CONSULT

The guidelines below will allow optimal use of Travax information and describe the essential elements that should be covered during the typical patient interaction. Note that not all elements will be applicable to destinations outside the developing world.

PRIOR TO THE PATIENT ENCOUNTER

Using Report Builder

Go to Travax Encompass, click on *Report Builder*, choose the "Standard" report format from the list of preconfigured formats, and click the "Build Report" button. Enter the itinerary country or countries, add any additional information topics you think it is important to include, choose hospital information for select cities if available and appropriate, select maps that may be useful in conveying the need for preventive measures, enter information to uniquely identify this trip or traveler, then select "View Report."

Browsing EnCompass

Go to Travax Encompass, click on Destination Information and select the destination country(s). View or printout the following:

1. **Provider Summary—for the clinician.** Concise guide to country-specific, pre-travel health interventions.
2. **Country Profile—targeted mostly to the patient.** A broader overview with additional information in lay language; can be given to the patient. Also contains the detailed technical elements of any applicable yellow fever entry requirements, expanded security information, and details of recent disease outbreaks.
3. **Basic Preventive Measures—targeted to the patient.** Country-specific strategies for avoiding risk during travel.
4. **Vaccine Handout—targeted to the patient.** Allows the provider to transmit rationale, instructions, adverse effects, and booster recommendations for vaccines and to record for the patient which vaccines were recommended and either given or declined and which were not recommended but were given at the patient's request.

ELEMENTS OF THE PATIENT ENCOUNTER

Perform Risk-Hazard Assessment

The following must always be ascertained in order to prioritize the time allotted to each preventive medical intervention and information presentation to be undertaken. Prioritize the most time to discuss the few high-risk topics for the itinerary (malaria, mosquitoes, food/water). Low-risk issues (e.g., snakebite, swimming, sun) generally merit a minimal fraction of the time available. Many clinics use pre-printed chart forms to record these.

- Exact itinerary including dates and regions within each country to be visited
- Purpose of trip
- Urban vs. rural travel
- Level of accommodations
- Level of aversion to risk
- Age
- Past vaccination history
- Pregnant or contemplating pregnancy
- Underlying illness
- Current medications
- Allergies
- Any financial constraints that will limit possible interventions

Educate on Basic Preventive Measures

Most travel-related health problems can be significantly reduced through appropriate behavior by the traveler. Risk can be minimized by adherence to the country-specific measures listed in the *Basic Preventive Measures* sheet for that country.

Discuss basic preventive measures with the patient under the following headings (some in this list not applicable to all destinations): Insect Precautions; Safe Food & Water; Blood-Borne and Sexually Transmitted Diseases; Safety and Crime Avoidance; Swimming; Rabies; Skin/wound Care; Tuberculosis; Pre-Travel Checklist; Obtaining Health Care Abroad.

Provide Immunizations

Refer to *Provider Summary* to ascertain Shoreland vaccine recommendations for this patient for this country(s).

- Recommend routine vaccinations that are not up to date.
- Recommend travel vaccines indicated according to patient risk profile.
- Provide to patient legally mandated Vaccine Information Statements from CDC for applicable vaccines (U.S. requirement only).
- Document on the patient's Vaccine Handout (Shoreland's version or another) and on the patient's medical chart: (1) vaccines administered (2) vaccines recommended but declined by the patient, and (3) non-recommended vaccines administered specifically at the request of the patient.

Note: The Shoreland "Recommended for" vaccine statement reflects the expert opinion of Shoreland's Medical Advisory Board based on authoritative sources and personal experience (authoritative sources may conflict at times).

Yellow fever maps are provided for countries where the Shoreland vaccine recommendation is variable; a map is not provided in cases where the recommendation is uniform throughout the country. Shading on yellow fever maps includes areas where vaccination is recommended for personal health protection. Not all travelers to shaded areas necessarily need yellow fever vaccine; read the "Recommended for" statement carefully in addition to viewing the map.

Official WHO and CDC statements are provided for reference in a separate section for each destination.

Provide Malaria Prevention (if indicated)

Refer to *Provider Summary* to ascertain whether malaria risk exists for the country. If yes:

- Ascertain, using *Provider Summary* malaria risk information, whether the patient's itinerary puts them at risk. If yes:
 - Recommend malaria chemoprophylaxis as per Shoreland "Drug(s) of choice" statement. Several equally effective drugs of choice may be listed. Ascertain which is best suited to the individual patient and itinerary by consulting the detailed malaria section of the Medical Library.
 - Reinforce mosquito precautions as per *Basic Preventive Measures* document.

Note: The Shoreland "Drug(s) of choice" statement reflects the expert opinion of Shoreland's Medical Advisory Board based on authoritative sources and personal experience (authoritative sources may conflict at times).

Shading on malaria maps indicates all areas with recent documentation of any level of malaria transmission no matter how low. Not all travelers to shaded areas necessarily need malaria prophylaxis; carefully read the "Recommended for" statement in addition to viewing the map.

Official WHO and CDC statements are provided for reference in a separate section for each destination.

Educate on Traveler's Diarrhea

Refer to *Provider Summary* to ascertain level of risk and precautions.

- Educate in detail on food and water precautions as per *Basic Preventive Measures*.
- Give prescription for a quinolone antibiotic and advise purchase of loperamide if indicated on *Provider Summary*.

Reinforce Other Health Concerns

Inquire, advise, and prescribe for altitude illness, motion sickness, or jet lag if applicable.

Consult *Provider Summary* and address patient concerns on any other common travel-related illness listed in the section entitled "Other."

- This section of the *Provider Summary* contains information on country specific travel-related health and safety issues that both are of reasonable risk to the traveler and have some possible pre-emptive intervention. Low risk conditions (e.g., Ebola) that are of no risk to travelers but are a frequent cause of inquiries or patient anxiety are also included.
- **Note:** This section is for pre-travel counseling only; it is not a comprehensive listing of all endemic diseases and should not be used for the diagnosis of possible illness in returning travelers.

Please read the Disclaimer if you have not already done so. The following points provide additional information crucial to the proper use of this publication.

Supplemental Resources

We have designed this publication for use by health professionals who are engaged in the practice of travel medicine. We expect that any support staff using this publication will do so under the guidance of a supervising practitioner and that the latter will arrange to supplement these materials as necessary. Specifically:

- **Traveler Education** materials are designed as general aids to the travel counseling process. They summarize the precautions and preventive measures travelers of different sorts should take into account. They are not meant to be exhaustive clinical treatments of the subjects covered. Such treatments are found elsewhere in the medical literature.
- The disease synopses in the **Medical Library** section are designed as quick references to transmission modes, major symptoms, and preventive measures for common travel illnesses. They should suffice to answer travelers' typical questions. They are not designed to replace a comprehensive diagnosis and treatment manual for the practitioner.

Interpret Requirements and Recommendations in Context

The publication focuses on preventive health recommendations and requirements that have been formulated for general international travel. As such:

- All recommendations must be interpreted in the context of each traveler's medical history, complete itinerary, duration of stay, and purpose for traveling.
- The publication does not take into account any requirements beyond those reported under the International Health Regulations (IHR) which a country might impose upon its residents as a condition of departure, re-entry, or residency. Nor does the publication account for health requirements countries might impose for immigration, for extended stays, or for visas. (An exception to this is our reporting on HIV testing requirements. But because HIV testing requirements are not officially reported to the World Health Organization, we do not warrant that there have not been changes to these requirements of which we are unaware. Travelers should be directed to inquire specifically about such requirements when requesting visa applications.)

International Health Regulations

The publication does not convey the substance of the "International Health Regulations (2005)." That document is available elsewhere, and it is expected that both supervising practitioners and staff will be familiar with its contents. Particular attention should be paid to:

- Regulations mentioning the non-exclusion or special treatment of specific groups (e.g., airline and ship crews, airport and port employees, soldiers, diplomats).
- Regulations which impact whether vaccination will be required of transiting travelers either in the country being transited or in subsequent destination countries.
- Range of acceptable behaviors on the part of health officials when enforcing the International Health Regulations.

Unpredictability of Enforcement

We expect practitioners and staff will supplement their understanding of how a country is supposed to act with an awareness of how international health practices are affected by the following:

- A country's ability to disseminate current information to its entry officials.
- A country's ability to train and control its entry officials.
- A country's willingness to report disease activity.
- A common carrier's adherence to health regulations.
- Sudden changes in a country's or area's risk status.

The international health system does not work perfectly, and situations can arise where a traveler's health is put at risk due to an unanticipated, on-the-spot vaccination at the site of entry.

In light of this, it is imperative that practitioners develop a policy, and instruct staff, on how they want issues such as transiting risk and potential requirement deviations to be handled—and how conservatively or strictly they want reported requirements to be interpreted.

Official Immunization Requirements

The official vaccination entry requirements used in the publication are taken directly from the following two sections of WHO's annually published book *International Travel and Health* (ITH): (a) Country List: Yellow Fever Vaccination Requirements, Recommendations and Malaria Situation and (b) Annex 1, including any revisions posted on the ITH pages within the WHO website. Exceptions include:

- Phrases referring to rules and regulations may be abbreviated (e.g., "in accordance with the procedure and formulation laid down in Schedule VI of the Bangladesh Aircraft ... Rules 1977 ... or those recommended by WHO" is shortened to "in accordance with Bangladesh or WHO regulations").
- A country's deviation from its requirements as published by WHO is handled as noted in the following section.

Deviations from Official Immunization Requirements

On occasion, Shoreland is made aware of countries which enforce immunization requirements different from those which WHO reports in the ITH Country List (e.g., requiring a vaccination for arriving travelers despite reporting no vaccination requirement to WHO).

Published Requirements

When a country's national health authority publishes an entry requirement that differs from what is reported in the WHO Country List, the country's published requirement is noted along with the official entry requirement in that country's profile within the publication, and the Report Builder programming is changed to reflect the country's published requirement. Such instances are exceptional and are only included when brought to our attention as published requirements. Shoreland does not monitor national health authority websites for yellow fever entry requirements nor represent information in the publication as being current with any source of requirement information other than the WHO Country List.

Unpublished Requirements

It is Shoreland's policy to confirm reports of deviation from requirements published in the WHO Country List with the U.S. embassy for the country in question. Our goal is to ensure that the report was not based on an isolated incident and that the reported deviation occurs with sufficient frequency to pose an ongoing risk to unvaccinated travelers ("ongoing risk" does not necessarily mean that the deviation will affect each and every traveler). Because there is no official mechanism for monitoring such deviations, we cannot warrant that changes have not occurred of which we are unaware.

Deviations which we have confirmed are noted along with the official entry requirements in that country's profile within the publication, but Report Builder programming is not changed and it continues to reflect the requirement published in the WHO Country List.

TIPS and TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS

Users must have Netscape Navigator version 6.0 or Microsoft Internet Explorer version 5.5 or later to view most site content. The Report Builder feature does not support Netscape 4.x or earlier browsers. Users with older browser versions may not be able to view site pages as they are intended to display. Current versions of browsers such as Firefox, Internet Explorer, Netscape, Opera, and Safari are supported.

Some content (including maps) is also available in "portable document format" (PDF) file format. You must have Adobe's Reader or other PDF rendering application installed on your computer in order to view and print PDF files. Adobe Reader can be downloaded and installed for free from Adobe's website (www.adobe.com).

Be sure to review the Tips for Browsing and Tips for Printing sections below as well.

Browsing Information Sections

Users with Netscape Navigator or Microsoft Internet Explorer browser versions 4.0 or earlier may not see EnCompass pages as they are intended to display, although content will be accessible.

Using Report Builder

Users with the Macintosh operating system **must** use Microsoft Internet Explorer browser version 4.0 or later (the Macintosh Netscape browser is not supported), Safari (current release), or Firefox. Other users **must** have Netscape Navigator 6.0 or later, Microsoft Internet Explorer browser 4.0 or later, or Firefox.

Cookies are used extensively in Report Builder to keep track of your selections as you enter itineraries and build reports. It is strongly suggested that you set your browser to "accept all cookies" rather than "warn before accepting" because of the interruptions you will experience using Report Builder with the latter setting.

Printing High-Resolution Maps

Adobe's Reader or other PDF-rendering application must be installed on your computer in order to print high-resolution maps. Other considerations include connection speed (map files range from 200 KB to 700 KB in size) and the capabilities of your print device (the higher the "page per minute" rate, the better). Since the map images are rendered at 300 dpi (dots per inch), your printer should, at a minimum, support that resolution. **Note:** you may need to select "Print as image" in the Adobe Reader print options window for optimal results. In Reader 5.0, "Print as image" is found in the initial print window. In Reader 6.0 or later, click on "Advanced" in the first print window, and then select "Print as image" in the smaller window that appears.

TIPS FOR BROWSING

Windows users should use the default "Small Fonts" setting for your screen display and the "medium" text size setting for your browser. Setting your screen resolution to 1024 x 768 or higher is recommended for ease of viewing.

To reduce graphic use and increase browser response, we have constructed most contents and menu lists as text files. Sizing and spacing have been done with these "default" text size settings in mind. Browser text size can be changed from the View menu in most browsers, and you can adjust that for each session. The Windows display font setting can be reached by right-clicking your desktop and selecting Properties from the context menu. Choose the Settings tab in the Display Properties window. Most Windows versions locate the fonts setting right on this tab. Some have an Advanced button you must click.

TIPS FOR PRINTING

Because much of the EnCompass information is presented in frames, you need to tell the browser which frame you would like to print. Some browsers recognize the frames environment and prompt you for a choice. If your browser does not do this, the easiest way to quickly print the document you want is to click directly on it in the browser and to then click the printer icon. If you are not successful using this approach, click on the document and then select Print from your browser's File menu.

Some other settings available to most browsers can help you control or improve the look of printed output.

Netscape Navigator

Choose Page Setup from the File menu and consider the following options that appear in the Page Setup dialog box:

- Page Options: Checking "Black text" will ensure that colored text prints as a solid black; otherwise it will likely appear as a grainy gray. Unchecking "Print backgrounds" will prevent the graphic image used on the EnCompass pages from printing.

- Header: Unchecking "Document location (URL)" will reduce clutter at the top of each printed page. If "Document title" is checked, the title given to the particular EnCompass document will print at the top of each page.
- Footer: Select among these items according to your own preferences.

Microsoft Internet Explorer

Headers and footers can be specified via Page Setup on the File menu. The document URL can be removed from the footer by deleting the "&u" item. Refer to IE's help index (Footer, Printing or Header, Printing) for the availability of header and footer variables and their use.

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6 - Updates and Enhancements: From time to time Shoreland may provide updated information or enhancements with respect to the Publication at no additional fee, but will have sole discretion to determine whether and how often the Publication will be updated or enhanced. Any such updates and enhancements shall be deemed to be included in the Publication, shall be subject to all of the provisions of this Agreement, and shall not be deemed to extend the term of this Agreement or any warranty contained herein.

7 - Specific Enforcement: Licensee acknowledges that violations of this Agreement by Licensee would cause serious harm to Shoreland, which harm could not be fully measured or compensated by money damages or any other remedy in law, and agrees that Shoreland shall be entitled to seek injunctive relief in the event of such violations.

8 - Limitation of Liability: It is understood that Shoreland is not engaged in the practice of medicine and that Licensee and/or its medical staff will at all times retain sole responsibility for the care, advice, and treatment given to Licensee's patients or employees. Shoreland assumes no liability to such patients, employees or any other persons with respect to the actions of Licensee or its medical staff or employees, and Licensee agrees to indemnify and hold Shoreland harmless from any and all liability and expense expended or incurred by Shoreland (including reasonable attorneys' fees) as a result of any claim by such patients, employees or other parties in connection with this Agreement and/or the Publication.

9 - Arbitration: Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in the City of Milwaukee, Wisconsin, in accordance with whatever procedures as are mutually agreed between Licensee and Shoreland or, if failing to so agree within ten (10) days after any party proposes any such procedures, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be such person(s) as are mutually agreed upon between Licensee and Shoreland or, if failing to so agree within ten (10) days after either party proposes any such person(s), the arbitrator(s) selected in accordance with the American Arbitration Association procedure for that purpose. There shall be only one

(1) arbitrator, except that, in controversies or claims involving more than Twenty-Five Thousand Dollars (\$25,000.00), a party may elect to have three (3) arbitrators in its notice of intention to arbitrate or answering statement. The arbitrator(s) shall award attorneys' fees, arbitration costs and/or other expenses to a prevailing party in such proceedings if the arbitrator(s) determine that an opposing party was not acting in good faith or was acting without substantial justification. Otherwise, the costs of the arbitrator(s) shall be borne equally by Licensee and Shoreland and each party shall pay its own legal and other fees and expenses in connection with such arbitration. The award rendered by the arbitrator(s) shall be final and binding on Licensee and Shoreland and may be entered and enforced by any court of competent jurisdiction. In the event that either Licensee or Shoreland fails to cooperate with arbitration proceedings instituted pursuant to this Section, the cooperating party shall be entitled to recover reasonable attorneys' fees and expenses in connection with enforcing its rights under this Section, in addition to such other legal and/or equitable relief as may be appropriate.

10 – Warranties and Disclaimers:

a) Shoreland warrants that the magnetic media, if any, containing some or all of the components of the Publication delivered by Shoreland to Licensee will be free of defects in materials and workmanship under normal use for a period of one year from the date of such delivery. If, during this one-year period, such a defect is discovered, Licensee may return the media to Shoreland and Shoreland will replace it without charge.

b) Publication content is derived from information provided by a wide variety of sources and may be inaccurate or incomplete for numerous reasons including, without limitation, the inability or failure of such sources to convey information quickly, accurately, and comprehensively and the failure of individual countries to disclose completely or accurately the extent and nature of health risks within their borders and/or health-related requirements. Such content can therefore provide only an indication of the travel and health risks an individual may face in any given country, and there is no guarantee that all risks or health-related requirements have been identified. Accordingly, Licensee should view the Publication and the content therein as Shoreland's passing along, on an "as is" basis, such information as is publicly available. For these reasons, Shoreland EXPRESSLY MAKES NO WARRANTY OR GUARANTEE WHATSOEVER REGARDING SUCH PUBLICATION CONTENT.

c) SHORELAND DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PUBLICATION, OR INFORMATION OR CONTENT CONTAINED THEREIN, IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN SUBSECTION 10(a), AND THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH THEREOF SHALL BE LIMITED TO THE REMEDY PROVIDED THEREIN. IN NO EVENT SHALL SHORELAND'S LIABILITY FOR BREACH OF WARRANTY INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SHORELAND SHALL HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

11 – General:

a) No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach by the other party, and all such consents and waivers must be in writing in order to be effective.

b) Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been given if served personally, or if sent by first class or certified mail, postage prepaid, or by telegraph, to the parties at their respective addresses.

c) If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.

d) The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.

12 – Assignment: No rights under this Agreement may be assigned by Licensee without the express written consent of Shoreland.

13 – Construction: This Agreement shall be subject to, and construed and enforced in accordance with the internal laws of the State of Wisconsin.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement to provide occupational therapy services
- (c) Name of Contractor: Laura Walter
- (d) Address of Contractor: 9 Fairview Avenue, North Creek, NY 12853-2501
- (e) Contractor's Contact Person and Telephone Number: Laura Walter, 251-2785, email: lwalter@frontier.net
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract: 3/23/09
- (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; 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

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Region	Producer	Issued	Prior Certificate Number	Purchasing Group Policy Number
23	0001614	02/04/08	AHL-1267279	44-2010129

Offered through Allied Health Purchasing Group Association

SECTION I

DECLARATIONS

Item **CERTIFICATE NUMBER: AHL 1267279**

1. Named Insured: **LAURA L WALTER**

2. Mailing Address: C/O **9 FAIRVIEW AVE
NORTH CREEK, NY 12853-2501**

3. Policy Period: From: **02/22/2008** To: **02/22/2009**
12:01 A.M. Standard Time At Location of Designated Premises

4. Business or Profession: Affiliation: **AMN. OCCUPATIONAL THERAPY ASSOCIATION**
OCCUPATIONAL THERAPIST
EMPLOYED REGISTERED OCCUPATIONAL THERAPIST

5. The Named Insured is a(n): Partnership Corporation Individual
 Sole Proprietor (with employees) Other:

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following forms(s) or endorsements(s):

PLE-2082, PLE-2087(04/00), PLJ-2037(05/98), PON-2003, POE-2151(10/98)

SECTION II

Item	COVERAGE	Premium
A.	Professional Liability <input checked="" type="checkbox"/>	\$76.00
B.	General Liability <input type="checkbox"/>	
	Endorsements <input type="checkbox"/>	

TOTAL: **\$76.00**

LIMITS OF LIABILITY

\$ 1,000,000 each Incident and
each Occurrence **\$ 3,000,000** Aggregate

SECTION III

SUPPLEMENTARY PAYMENTS

- A. First Party Assault
- B. Licensing Board Reimbursement
- C. Wage Loss and Expense
- D. Deposition Expense
- E. First Aid Reimbursement

Representative Agent or Broker

MARSH Affinity Group Services
a service of SEABURY & SMITH
1440 RENAISSANCE DRIVE
PARK RIDGE, IL 60068
1-800-503-9230

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement to provide occupational therapy services
- (c) Name of Contractor: Laura Walter
- (d) Address of Contractor: 9 Fairview Avenue, North Creek, NY 12853-2501
- (e) Contractor's Contact Person and Telephone Number: Laura Walter, 251-2785, email: lwalter@frontier.net
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract: 3/23/09
- (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; 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

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Region	Producer	Issued	Prior Certificate Number	Purchasing Group Policy Number
23	0001614	02/04/08	AHL-1267279	44-2010129

Offered through Allied Health Purchasing Group Association

SECTION I DECLARATIONS

Item CERTIFICATE NUMBER: AHL 1267279

1. Named Insured: LAURA L WALTER

2. Mailing Address: C/O 9 FAIRVIEW AVE
NORTH CREEK, NY 12853-2501

3. Policy Period: From: 02/22/2008 To: 02/22/2009
12:01 A.M. Standard Time At Location of Designated Premises

4. Business or Profession: Affiliation: AMN. OCCUPATIONAL THERAPY ASSOCIATION
OCCUPATIONAL THERAPIST
EMPLOYED REGISTERED OCCUPATIONAL THERAPIST

5. The Named Insured is a(n): Partnership Corporation Individual
 Sole Proprietor (with employees) Other:

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following forms(s) or endorsements(s):
PLE-2082, PLE-2087(04/00), PLJ-2037(05/98), PON-2003, POE-2151(10/98)

SECTION II

Item	COVERAGE	Premium
A.	Professional Liability <input checked="" type="checkbox"/>	\$76.00
B.	General Liability <input type="checkbox"/>	
	Endorsements <input type="checkbox"/>	
TOTAL:		\$76.00

LIMITS OF LIABILITY		
\$ 1,000,000	each Incident and each Occurrence	\$ 3,000,000 Aggregate

SECTION III SUPPLEMENTARY PAYMENTS

- A. First Party Assault
- B. Licensing Board Reimbursement
- C. Wage Loss and Expense
- D. Deposition Expense
- E. First Aid Reimbursement

Representative Agent or Broker
MARSH Affinity Group Services
a service of SEABURY & SMITH
1440 RENAISSANCE DRIVE
PARK RIDGE, IL 60068
1-800-503-9230

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement to provide Occupational Therapy services
- (c) Name of Contractor: Melissa Kenison-Rose
- (d) Address of Contractor: 2 Knolls Road South, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Melissa Kenison-Rose, 761-6794
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract:
- (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; 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



Producer	Branch	Prefix	Policy Number	Policy Number
018098	970	HPG	273436204-8	from: 12:01 AM Standard Time on: 05/01/08 to: 12:01 AM Standard Time on: 05/01/09
Name Insured and Address			Program Administrator	
MELISSA M KENISON-ROSE 2 KNOLLS RD S QUEENSBURY NY 12804-9332 Medical Specialty Occupational Therapist			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Code 80721			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	\$1,000,000.00	each claim	\$3,000,000.00 aggregate
Good Samaritan Liability	Included above		
Personal Injury Liability	Included above		
Malplacement Liability	Included above		

B. Coverage Extensions			
License Protection	\$10,000.00 per proceeding		\$25,000.00 aggregate
Defendant Expense Benefit			\$10,000.00 aggregate
Deposition Representation	\$2,500.00 per deposition		\$5,000.00 aggregate
Assault	\$10,000.00 per incident		\$25,000.00 aggregate
Medical Payments	\$2,000.00 per person		\$100,000.00 aggregate
First Aid			\$2,500.00 aggregate
Damage to Property of Others	\$500.00 per incident		\$10,000.00 aggregate

C. WORKPLACE LIABILITY			
Coverage part C. does not apply if Coverage part D. is made part of the policy.			
Workplace Liability	Included in A. Professional Liability Limit shown above		
Fire and Water Legal Liability	Included above subject to	\$150,000	sub-limit
Personal Liability		\$1,000,000.00	aggregate

D. GENERAL LIABILITY			
Coverage part D. does not apply if Coverage part C. is made part of the policy.			
General Liability	None		None
Fire & Water Legal Liability	None		None
Personal Liability			None

Total Premium	\$73.00	Premium reflects employed, full-time rate.
Policy forms and endorsements attached at inception		QUESTIONS? CALL: 1-800-982-9491

G-121500-C G-121501-C G-121503-C G-145184-A G-147292-A G-144872-A G-123819D-31
G-123846-D31 G-123813-C31 G-123814-D31

Master Policy: 188711433

Keep this document in a safe place. This and your cancelled check act as proof of coverage.

Irish Ken HF

Janet M. Baker

Chairman of the Board

Secretary

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (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: Orthopedic and Spine Physical Therapy PC
- (d) Address of Contractor: 3 Hunterbrook Lane, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Denise Didio Buher, 793-0891
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract: 3/23/09
- (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; 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: 02/15/08

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0151196135	from: 12:01 AM Standard Time on: 04/01/08 to: 12:01 AM Standard Time on: 04/01/09
Named Insured and Address:			Program Administrator:	
Orthopedic & Spine Physical Therapy, PC 3 Hunter Brook Ln Queensbury, NY 12804-5858			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty: Physical Therapist Firm		Code: 80995	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	\$ 6,000,000	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			\$ 10,000	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	\$ 2,500	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		none

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: \$ 1,342.00

QUESTIONS? CALL: 1-888-288-3534

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-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:



Orthopedic & Spine
Physical Therapy, P.C.
Denise D. Buher, P.T.

Mary Lee Godfrey
1340 State Rt. 9
Lake George, NY 12845

Dear Mary Lee;

I, Denise Didio Buher, PT, owner of Orthopedic & Spine Physical Therapy, PC am sending a letter of interest in regards to providing Physical Therapy Services to patients in the Warren County Home Care division.

All of the providing physical therapists are licensed by the New York State Higher Education Department. These providers will also supply their own malpractice and liability insurance.

Please forward the necessary paper work and contract if you are interested in having Orthopedic & Spine Physical Therapy provide these services.

Sincerely yours,



Denise Didio Buher, PT
Orthopedic & Spine Physical Therapy, PC
3 Hunter Brook Lane
Queensbury, NY 12804

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (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: Savita Sharma
- (d) Address of Contractor: PO Box 1318, 5 Stewart Avenue, Bolton Landing, NY 12814
- (e) Contractor's Contact Person and Telephone Number: Savita Sharma, 518-708-3076
- (f) Has or will the Contract be provided, if so, please attach: Use therapist contract
- (g) Commencement Date of Contract: 3/30/09
- (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; 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

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0414988618	from: 12:01 AM Standard Time on: 02/13/09 to: 12:01 AM Standard Time on: 02/13/10
Named Insured and Address:				Program Administrator:
Savita Sharma PO Box 1318 5 Stewart Ave Bolton Landing, NY 12814-1318				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Physical Therapist			Code: 80995	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: \$ 306.00	QUESTIONS? CALL: 1-800-982-9491
Policy forms and endorsements attached at inception:	
G-121500-D GSL10550NY G-121503-C G-121501-C GSL3886 GSL3908 G-145184-A G-147292-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.

Chairman of the Board

Secretary

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Health Services Committee hereby authorizes Dana Hall Ed CHN
(Supervisory Committee) (Employee Name)

to attend 2009 NYSACTO Immunization meeting
(Name of meeting or organization)

at Stesaga Hotel Cooperstown, New York
(Address)

on April 23rd 2009 Mode of transportation to be used Health Services Fleet Vehicle
(Dates) (County Vehicle or Mass Transportation)

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

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ _____ GSA* Rate \$ _____
- Meal costs - GSA*per diem rate \$ _____

*www.gsa.gov

Date: 2/27/09

Patricia [Signature]
Department Head Signature

All costs covered by NYSACTO except employee salary for conference

Date: _____

Committee Chairman Signature

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

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

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

Vaccinating a Reluctant Public



2009 NYSACHO Immunization Meeting

April 23-24, 2009

Otesaga Hotel

Cooperstown, NY

This program is underwritten by the New York State Association of County Health Officials.

Agenda

April 23, 2009

April 24, 2009

9:00 a.m.-5:00 p.m. Registration

10:45 a.m. **Welcoming Remarks**

Linda Wagner
Executive Director
NYSACHO

David Lynch
Program Manager
Bureau of Immunization, NYSDOH

Debra Blog, MD, MPH
Director
Bureau of Immunization, NYSDOH

11:00 a.m. **Opening Plenary**

Topic: TBA
Paul J. Lee, MD
Division of Pediatric Infectious Disease
Winthrop-University Hospital, Mineola, NY
Clinical Assistant Professor of Pediatrics
State University of NY at Stony Brook, NY

12:00 p.m. **How Does National & International
Influenza Surveillance Inform Annual
Antigen Selection**

Alexander Klimov, Ph.D., Sc.D.
Chief, Virus Surveillance and Diagnosis
Branch Influenza Division, G-18 NCIRD,
CCID, CDC

1:00 p.m. Lunch

2:00 p.m. **NYSDOH Annual Update to Counties and
the Gerald D. Errion Award Presentation**

4:00 p.m. Break

4:30 p.m. **Drive Through Hepatitis A POD**

Sandra Diagostino, RN, BSN
Erie County Department of Health

5:30 p.m. **NYSDOH Questions and Answers**

Debra Blog & David Lynch

6:30 p.m. Dinner

7:00 a.m. Breakfast

8:00 a.m. **Coping with Anti-Vaccination**

Kumanan Wilson, MD, FRCPC, MSc
Scientist, OHRI, Clinical Epidemiology Program
Associate Professor of Medicine, University of
Ottawa Canada Research Chair in Public
Health Policy

9:00 a.m. **Anti-Vaccination at the Local level**

Sheriita Amler, MD
Commissioner of Health
Putnam County Health Department

10:00 a.m. Break

10:30 a.m. **Workshop Sessions***

1. **Polio Discussion—Twin Voices: A Memoir of Polio,
the Forgotten Killer**

Janice Flood Nichols, M.Ed
Author of "Twin Voices"

2. **Perinatal Hepatitis B.**

Lynn Pollock, RN, MSN
Perinatal Hep B & Adolescent
Immunization Coordinator
Bureau of Immunization, NYSDOH

3. **NYSIIS Update/Q&A**

Laura A. Santilli, MPH
NYS Immunization Information System
Bureau of Immunization, NYSDOH

*Workshops will be offered twice in this time span.

12:00 p.m. Lunch

1:00 p.m. **Vote and Vax**

Karen Bishop, RN, BS
Community Health Nurse Supervisor
Tompkins County Health Department

Kathy Percacciolo
Supervising Public Health Nurse
Putnam County Health Department

JoAnn Perkins
Health Educator
Madison County Health Department

2:30 p.m. **Closing Plenary**

Vaccine Finance Issues

Guthrie S. Birkhead
Deputy Commissioner
Office of Public Health, NYSDOH

3:30 p.m. Adjourn

Meeting Information

NYSACHO will cover the cost of one person per county to attend the entire meeting. Coverage includes: overnight accommodations on April 23, 2009, meals starting with lunch on April 23, 2009 and ending with lunch on April 24, 2009. Please note, travel is at your own expense. Counties may send additional staff (either overnight or commuter) at their expense. The cost for an additional person is as follows:

Overnight accommodations , single occupancy: one night-\$275.50

Overnight accommodations, double occupancy: one night-\$190.50 per person.

The Otesaga Full American Plan (FAP) includes meals starting with lunch on April 23, 2009 and ending with lunch on April 24, 2009, accommodations and conference services.

Commuter - \$55.00 per day, includes lunch, breaks, accommodations and conference services. Please note dinner on April 23, 2009 is an additional \$55.00.

If you are sending an additional person, we must receive one of the forms of payment listed below by March 27, 2009 to reserve your room. Please be advised, if we do not receive a form of payment for the extra registration, we will not make the reservation. **Payment must be received in advance.**

Please make checks, vouchers, or purchase orders payable to NYSACHO and mail to:
NYSACHO, One United Way, Pine West Plaza, Albany, New York 12205
Telephone (518) 456-7905 Fax (518) 452-5435
Email robert@nysacho.org

Hotel Notes:

*Check-In time is 3:00 PM and Check-Out Time is 1:00 PM

*Jackets are required for the gentlemen and appropriate attire for the ladies for the dinner hour.

DIRECTIONS TO THE OTESAGA

From the west (Buffalo/Syracuse):

Take Exit 30 off the New York State Thruway (I-90) at Herkimer and take Route 28 South to Cooperstown. After entering the village, turn left onto Chestnut Street. Follow Chestnut Street through the stoplight to Lake Street. Turn left onto Lake Street. The Hotel is located on the right overlooking Lake Otsego.

From the east (Albany):

Take the New York State Thruway (I-90) to Exit 25A and I-88 to Duanesburg (5 miles), Exit 24 then Route 20 West to Route 80 South to Cooperstown. After entering the village, The Otesaga is on the left, just past The Golf Course on Lake Street.

From the south (Binghamton/Oneonta):

Take I-88 to Oneonta, Exit 17 to Route 28 North to Cooperstown. After entering the village follow Chestnut Street through the stoplight to Lake Street. Turn left onto Lake Street. The Hotel is located on the right overlooking Lake Otsego.

From the south (NYC):

Take the New York State Thruway (I-87) north. At Albany, continue on New York State Thruway (I-90 West) to Exit 25A (I-88 Binghamton) to Exit 24 (Duanesburg). Follow Route 20 West to Route 80 South to Cooperstown. After entering the village, The Otesaga is on the left, just past The Golf Course on Lake Street.

Registration Form

Registration forms are needed back to the NYSACHO Office by March 27, 2009. Please fax to Robert Viets at (518) 452-5435 or SAVE TIME: REGISTER ON-LINE AT <http://www.nysacho.org>.

Name & Title: Dana Hall
(as you would like to appear on your badge)

Organization: Warren County Public Health Department

Address: 1340 State Rt 9

City, State, Zip Code: Lake George, NY 12845

Phone Number: 518-761-6580-work / 518-792-7594 home

E-Mail Address: NanaDana@Verizon.net

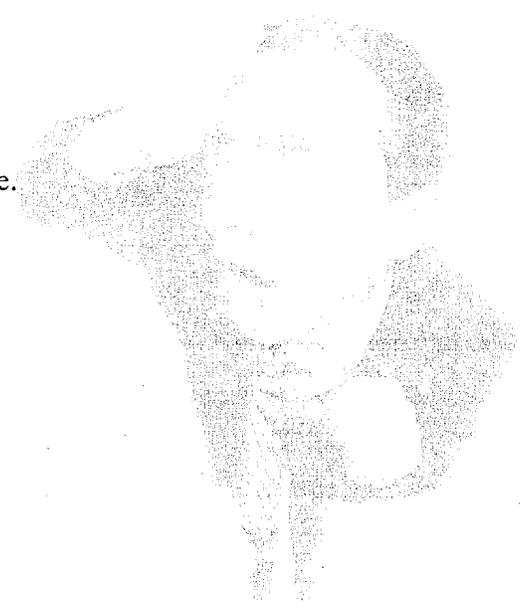
Special dietary or accommodations needs: None

Will you be rooming with anyone at the Otesaga? If yes, please indicate name NO -
Please indicate the following:

- I am staying overnight for the entire meeting.
- I will commute for the full meeting.
- I will commute on the following date only: _____
- I am a Pharmaceutical Representative and require a display table.
(The exhibit fee is \$400)



NYSACHO
One United Way
Pine West Plaza
Albany, NY 12205
Phone: 518-456-7905
Fax: 518-452-5435
E-mail: robert@nysacho.org



SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Health Services Committee hereby authorizes Nurses in the Warren County
(Supervisory Committee) (Employee Name) Health
to attend participate in Home Care Association of New York State Services
"Clinical Advantage Teleconferences" Department
(Name of meeting or organization)

at Warren County Health Services
(Address)

on see attached sheet Mode of transportation to be used not applicable - no travel
(Dates) (County Vehicle or Mass Transportation)

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

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost. 145.⁰⁰ per teleconference
teleconferences

For Overnight Travel

- Room rate \$ _____ GSA* Rate \$ _____ } not applicable
- Meal costs - GSA*per diem rate \$ _____

*www.gsa.gov

Date: 2/27/09

Patricia Ann
Department Head Signature

Date: _____

Committee Chairman Signature

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

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

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

Home Care Association of New York State

The Clinical Advantage

- COPD – March 19, 2009
- Parkinson's – April 16, 2009
- Hypertension – May 28, 2009
- Multiple Sclerosis – June 25, 2009
- Leukemias – July 23, 2009
- Diseases of the Bone – August 27, 2009
- Diseases of the Kidney – September 24, 2009

Check which teleconference(s) you wish to participate in.

These teleconferences will take place from 3:00 to 4:00 p.m EST. Due to the expense of using the teleconference hook-up, registrations may not be shared between agencies – the agency's registration covers the access of only **one** phone line into the teleconference.

Registration: HCA Members: \$145 per agency line **per teleconference.**
Non-Members: \$195 per agency line **per teleconference.**

Your email confirmation will include: Details of how to dial into the teleconference on a toll-free telephone line, the handout, and evaluation. This information will be sent one week prior to the call to the email address you provide. Fees will be refunded only if written cancellation is received by HCA two weeks prior to the workshop **and no refunds will be given after the dial-in number is sent to your agency.** In the event of a written cancellation, HCA will retain \$30 of the initial fee to cover administrative overhead.

Agency Name: _____

Agency Address: _____

Contact Name: _____

E-mail Address (please print): _____

Phone: () _____ Fax: () _____

Payment Information:

Enclosed is my check in the amount of \$ _____ (payable to Home Care Assoc. of NYS)

Visa MasterCard American Express \$ _____ amount to be charged.

Credit Card Number: _____ Exp. Date: _____

Name (as it appears on card): _____

Address (of cardholder): _____

Signature (required): _____

Fax completed registrations to 518-426-8788 or mail with payment to
T. Brown, Home Care Association of NYS, 194 Washington Ave. Suite 400, Albany, NY 12210.
Please contact Teresa Brown at 518-426-8764 or tbrown@hcavs.org, if you have questions.

The Clinical Advantage

COPD – March 19, 2009

According to the National Institutes of Health, COPD is the leading cause of death in the United States. More than 12 million people are currently diagnosed with COPD and another 12 million may have COPD but remain undiagnosed despite recognizable symptoms. In this teleconference, the RN will learn about causes, signs and symptoms and treatment. Nursing implications will also be discussed.

Parkinson's Disease – April 16, 2009

Nearly one million people in the US are living with Parkinson's disease. The cause of this chronic and progressive disease is unknown and, although there is presently no cure, there are treatment options such as medication and surgery to manage symptoms. In this teleconference, the physiology, signs and symptoms, treatment and nursing implications will be discussed.

Hypertension – May 28, 2009

Hypertension affects 20 percent of people living in the United States. Of these, almost a third are unaware of their condition. Hypertension increases the risk for stroke, heart disease and kidney failure. In this teleconference, the RN will learn about the causes, signs and symptoms and treatment. Teaching strategies will also be discussed.

Multiple Sclerosis – June 25, 2009

Multiple Sclerosis is an unpredictable disease of the central nervous system. It is the most common neurological disorder diagnosed in young adults. Its effects can range from mild to devastating. In this teleconference, the RN will learn about the types of MS, disease progression and treatment options. Nursing implications will also be discussed.

Leukemias – July 23, 2009

Leukemia is one of the most common cancers of children. There were an estimated 44,270 new cases of leukemia in the United States in 2008 and 21,710 deaths. With advances in medicine, the survival rate has risen dramatically over the last 40 years. In 1960, the overall 5-year survival rate for all leukemias was about 14%. It is now almost 50%. This teleconference will discuss the two main types of leukemia, myelogenous and lymphocytic as well as some of the less common types such as hairy cell leukemia and T-cell leukemia.

Diseases of the Bone – August 27, 2009

Millions of Americans are at risk for developing osteoporosis. While women are four times more likely than men to develop the disease, men also suffer from osteoporosis. Paget disease is estimated to affect approximately 3% of the adult population. This teleconference will discuss risk factors, signs and symptoms as well as treatment options for both of these chronic diseases as well as some other diseases of the bone such as Rickets and osteomalacia, renal osteodystrophy, osteogenesis imperfect and fibrous dysplasia.

Diseases of the Kidney– September 24, 2009

The kidneys control the quantity and quality of fluid in the body. When kidneys malfunction, waste products and fluids can build up to dangerous levels causing life threatening situations. In this teleconference, the RN will learn about the anatomy and physiology of the kidney, common renal disorders, signs and symptoms, and treatment options. Nursing implications will also be discussed.



RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: February 27, 2009

- (a) Purpose of Contract Change: To submit application to NYSDOH Special Supplemental Food Program for Women Infant and Children (WIC) with the intent that Warren County wishes to continue to be the sponsor agency for the WIC Program for period 10/1/09 to 9/30/14
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Not sure, is on file. Warren Co. has been sponsor agency since 1977.
- (c) Name of Contractor: NYSDOH Division of Nutrition Bureau of Supplemental Food Program
- (d) Address of Contractor: Riverview Center, 150 Broadway, 6th Floor West, Albany, NY 12204-2719
- (e) Contractor's Contact Person and Telephone Number: Deborah McIntosh, 518-402-7093
- (f) Commencement Date of Amendment: 10-1-09
- (g) Termination Date of Extension: 9-30-14 with annual contract renewals
- (h) Payment Provisions: Monthly voucher submission per contract specifications
 - 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: WIC A.4013 various expense codes, WIC A.4013.4403 Federal Revenue

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

SIGNED: Patricia Sady

DATE: 2/27/09

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.4189.110	Bioterrorism-Regular Salaries	A.4189.130	Bioterrorism-Part Time Salaries	\$1,050.00
A.4189.470	Bioterrorism-Contract Expense	A.4189.130	Bioterrorism-Part Time Salaries	\$8,000.00
A.4189.260	Bioterrorism-Other Equipment	A.4189.423	Bioterrorism-Phone Expense	\$4,300.00
A.4013.110	WIC-Full Time Salaries	A.4013.130	WIC-Part Time Salaries	\$16,000.00

Total Transfers \$29,350.00

Please state reason for transfers requested:

1. Transfer funds to cover part time employee who will be taking BT "Call Pay" for 7 months.
2. Transfer of funds to cover Per Diem Educator. After budget completed was expensed in contract but should be part time salary expense.
3. Transfer of funds from equipment to expenses. Not anticipating equipment purchases during grant year, therefore needed to cover phone expenses.
4. Transfer of funds to cover part time Nutritionist for WIC program. Covered within WIC Grant. Budgeted under full time salaries, should be part time salaries.

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