

**Warren County Health Services
Health Services Committee Meeting
July 24, 2009
Additional Agenda Item**

Request Resolution:

To apply to the New York State Department of Health Bureau of Community Chronic Disease Prevention for a non-competitive grant for the period August 1, 2009 – March 31, 2010 in the amount of \$34,000. The purpose of the grant is to develop a local action plan to implement policy and environmental changes to address the physical activity and nutrition objectives in the Department of Health's Prevention Agenda.

Rationale:

This grant is being offered to all counties non-competitively. Since we were just made aware of it yesterday, we do not know totally what the scope of work plan responsibilities will be. Should we determine we would be unable to accomplish them, we will not apply and will let you know. The application does not need to be submitted until August 28, 2009. We never turn down funds until we have reason.

**Warren County Health Services
Health Services Committee Meeting Agenda
Information Submitted By: Patricia Auer, DPH/DPS
July 24, 2009**

Pending Items

Emergency Response and Preparedness

We have updated our Emergency Response and Preparedness Plan document that is to be brought for committee review and approval on an annual basis. Although we have the information complete, we are still waiting for the state to inform us of the "format" in which the plan should be presented. Hopefully, we will have it by next month's meeting. We have not yet received the contract for the coming year, but we are told it is coming. Please see the attached information detailing monthly activities.

Update on information from New York State Education Department

Trish Nenninger, Second Assistant County Attorney, has informed me that she has not heard anything further from NYSED staff regarding queries on the county's obligations for payment of tuition for preschool students when IEP specified services are not provided. We will keep you updated when information is received.

Information on New York State Health Facility Cash Assessment Program

This was discussed at last month's meeting, so it can be taken off the pending items list.

Comparison of Warren County Health Services budget to budgets in the seven counties to which it was compared in the Benchmark Report

A report will be distributed at the meeting that will reflect information obtained directly from various counties to the extent it was provided. It demonstrates that each county health department is different in its scope of programs and resultant budgets, but the compilation is interesting.

New Business

Request Resolution:

To establish a private pay fee for service for the Telemedicine Program at a rate of \$10.00 per day for monitor and nursing interpretation of vital signs, and full nursing cost per visit (currently \$160.00) per month for one in home nursing assessment. The rates will be adjusted annually to meet the current nursing cost per visit. The client will sign an agreement when he/she is admitted to the program, and may voluntarily give up the monitoring at any time. If the patient needs change and skilled care is required, insurance will be billed.

Rationale:

This is a means to decrease hospitalizations, exercise preventive care in managing some chronic disease conditions, and increase revenues for the department, without a lot of additional staff time involved.

Request Resolution:

To authorize an agreement with Municipay Nationwide Payment Solutions LLC for the ability to process credit card payments for immunizations.

Rationale:

As you may recall, the use of credit cards was approved last month. This request is in follow up so we may establish an agreement with a specific vendor. Rob Lynch, Warren County Deputy Treasurer, provided us two companies to contact to demonstrate their systems. One company came and provided information; the other never returned the call. Mr. Lynch reports that he does not have any other contacts that provide this service to municipalities, so we are unable to secure three quotes. There is no cost to Warren County for this service, only to the credit card customer. After the agreement is established, we will be ready to set up the plan for processing the payments with the Treasurer's Office.

WIC Program

In June the WIC Program was surveyed for compliance by NYSDOH staff. As usual, the report was very positive except for three issues: Two are easily remedied, but the third is more challenging, but must be dealt with or the Corrective Action Plan that must be submitted, will not be approved, hence jeopardizing our grant funds, and timely cash flow.

One of the deliverables for the grant is/has been that the WIC Program must have a peer counselor for breast-feeding mothers. We have been delaying doing this for several years, and particularly this year with the explanation that there is a hiring freeze in the county. That excuse is no longer acceptable as the grant will reimburse the cost for the position 100%. So, to preserve our funding, we need to request:

Referral to Personnel Committee:

For consideration to create a .5 FTE (up to 20 hours per week, no benefits) WIC Breastfeeding Peer Aid at Grade 3, Base Salary: \$23,390 prorated to \$11,695. The position would be 100% grant funded, and if/when the funds are no longer available, the position would be abolished.

I have reviewed the proposed job description with Rich Kelly, Warren County Civil Service Officer, who is in agreement pending approval from New York State Civil Service. The creation and filling of this provisional position, if approved by the county, would obviously hinge on Civil Service approval, and the candidate placed in the position would need to pass an open competitive test and pass with one of the top three scores.

Rationale:

This plan is concession on the part of the state, because they would really rather have a "group of trained aids" that are paid hourly stipends and mileage to assist breastfeeding mothers. This would not be an appropriate plan for the county.

Request Resolution:

To accept the 2008 Annual Report for Warren County Health Services.

Rationale:

This needs to be done annually. We are a little behind this year in the completion of the report, as Point of Care issues have been higher on the priority list. The report will be distributed at the meeting, and since the committee has not had time to review it, it is the choice of the members whether they wish to postpone accepting the report until the next meeting after there has been time to read it, and ask any questions.

Request Committee Approval:

To authorize Cathy Dufour, PHN to attend the ICD – 9 CM & OASIS Coding Conference in Albany on September 17th and 18th 2009. This is necessary in order that we maintain a staff person who is a Certified Coder. Maximum reimbursement for services is directly tied to the appropriate diagnostic codes for the services provided. There is a certification test for a Home Care Coding Specialist (HCS-D) given on the second day of the conference. The total cost for the conference and the certification exam is \$438.00, plus the cost of meals for the 2 days. (GSA per diem rate for Albany is \$36.75 per day) The employee is electing to stay overnight at her own expense. Funding is available for this necessary expense in the budget.

Request Committee Approval:

To cover the cost of the Annual Warren County School Nurse Breakfast Meeting which has been held in August each year since 1989.

Rationale:

We need a solid network with these nurses as we need accurate and up to date information regarding any illnesses/clusters of illness that occur in school aged children. This year it is especially important with the potential for issues surrounding the H1N1 virus.

We have recently learned that we will receive \$1,000. from Glens Falls Hospital to provide education to various groups regarding the work done by the 7 County Diabetes Network which our Health Educator, who was able to secure the funds, will do for the school nurses and our Professional Advisory Committee. Therefore, this funding will more than cover the cost of the breakfast initiative (usually about \$400.00). In the past few years, the Emergency Preparedness Grant covered this cost, but since the grant was reduced this year, it is not possible. I spoke with Mr. Payne about this who felt it was a worthwhile endeavor, and that it should be brought to the committee for approval.

Expenditures and Revenues**Report of Salaries and Overtime Costs**

Please see the attached information on the above two items. Tawn Driscoll, Fiscal Manager, will be present at the meeting to answer questions.

Budget Discussion With Staff and Program Implications

Specifics to be reviewed at the meeting

Attachments:

Emergency Response and Preparedness Monthly Activities

Expenditures and Revenue Report

Report of Per Diem and Overtime Costs (Salary Comparisons)

Rabies Program Report (an additional report of Rabies Clinics and numbers of animals vaccinated at each location will be distributed at the meeting)

2009 Goals – Mid Year Progress Report

2008 Annual Report (to be distributed at the meeting)

WARREN COUNTY BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2009 AS OF 7/21/2009

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

| | 2009 BUDGETED | 2009 YTD ACTUAL | 2008 Prior Year Totals |
|---------------------------------|------------------------|------------------------|-------------------------------|
| EXPENSES | | | |
| Salaries - Regular | \$3,177,622.00 | \$1,543,134.85 | \$3,019,322.32 |
| Salaries - Overtime | \$172,838.00 | \$98,344.72 | \$209,579.17 |
| Salaries - Part Time | \$371,256.00 | \$138,230.35 | \$327,600.22 |
| Salaries - Sick Leave Incentive | | | \$800.00 |
| 100's PERSONAL SERVICES | \$3,721,716.00 | \$1,779,709.92 | \$3,557,301.71 |
| 200's EQUIPMENT | \$15,000.00 | \$1,327.63 | \$69,518.54 |
| 400's CONTRACTUAL | \$9,765,157.76 | \$4,054,404.72 | \$9,708,382.75 |
| 800's EMPLOYEE BENEFITS | \$62,422.00 | \$59,556.83 | \$57,581.33 |
| TOTALS | \$13,564,295.76 | \$5,894,999.10 | \$13,392,784.33 |
| REVENUES | | | |
| 2009 BUDGETED | \$12,278,428.00 | 2009 YTD ACTUAL | 2008 Prior Year Totals |
| | | \$3,039,145.98 | \$11,961,592.19 |

Note: 2009 Revenues reflect a total accrual for May of \$357,133 for the CHHA, LTC and MCH programs. We are currently working on finalizing June. We are also working on the 2nd AVL for the 08/09 School Year for Preschool. We anticipate that this amount will be over 1 million billed.

Warren County Health Services

Salaries Comparison

2008 vs 2009

14

as of 7/6/09 for 14 payrolls

| | <u>2009</u> | <u>2008</u> | <u>YTD 09v08</u> | <u>Percentage Change</u> | <u>Estimated Annual Expenses</u> | <u>Budget 2009</u> | <u>Actual 2008</u> |
|----------------------------------|-----------------------|-----------------------|---------------------|--------------------------|----------------------------------|-----------------------|-----------------------|
| Total of All Depts | | | | | | | |
| Regular Salaries | \$1,543,134.85 | \$1,522,046.95 | \$21,087.90 | 1.39% | \$2,865,821.86 | \$3,177,622.00 | \$3,019,322.00 |
| Overtime Salaries | \$98,344.72 | \$116,956.30 | -\$18,611.58 | -15.91% | \$182,640.19 | \$172,838.00 | \$209,579.00 |
| Part Time Salaries | \$138,230.35 | \$157,929.87 | -\$19,699.52 | -12.47% | \$256,713.51 | \$371,256.00 | \$327,600.00 |
| TOTALS for 13 Pay periods | \$1,779,709.92 | \$1,796,933.12 | -\$17,223.20 | | \$3,305,175.57 | \$3,721,716.00 | \$3,556,501.00 |

Estimated Savings **-\$416,540.43** **-\$251,325.43**

*Source: Detail G/L report for all Salary Category from 1/1/XX-7/6/XX
 Note: Payroll reflects the annual 3% increase in salaries for 2009.

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: July 24, 2009

Emergency Response and Preparedness Activities

| DATE | TYPE | SUBJECT | ATTENDEES |
|---------|--------------------|--|---|
| 7/1/09 | Meeting | LEPC | Laura Saffer |
| 7/8/09 | Meeting | Quarterly PH ERP Committee | Barb Orton et al |
| 7/9/09 | Meeting | Planning meeting at GFH for communication drill 7/16/09 | Barb Orton |
| 7/14/09 | Meeting | Monthly BT Coordinators | Barb Orton, Helen Stern |
| 7/16/09 | Drill | GFH Communication Drill | Barb Orton, Ginelle Jones, Angela Meade, et al. |
| 7/22/09 | Meeting | Washington County BT Committee | Laura Saffer |
| 7/22/09 | Meeting | Mass Fatality Committee | Barb Orton |
| 7/22/09 | Webinar/Conf. Call | Clinic Ops re: | Angela Meade |
| 7/22/09 | Tabletop | Monthly GFH - Radiation Exposure on the Northway | Barb Orton |

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

**Warren County Public Health
Rabies Program
APRIL- JUNE 2009**

| Town | Not Vaccinated | | | Vaccinated | | | Out of Town | | | Stray | | |
|---------------|----------------|----------|----------|------------|-----------|---------|-------------|----------|---------|----------|----------|---------|
| | Cats | Dogs | Ferrets | Cats | Dogs | Ferrets | Cats | Dogs | Ferrets | Cats | Dogs | Ferrets |
| Bolton | | 1 | | 1 | | | | | | | 1 | |
| Chester | | | | | 4 | | | 1 | | 2 | | |
| Glens Falls | | | | | 9 | | | 1 | | 1 | | |
| Hague | | | | | | | | | | | | |
| Horicon | | | | | | | | | | | | |
| Johnsburg | | | | | | | | | | | | |
| Lake George | | 1 | | | 1 | | | | | | 2 | |
| Lake Luzerne | | 1 | | 1 | 1 | | | 1 | | | | |
| Queensbury | 2 | 1 | rabbit | 3 | 10 | | 2 | 2 | | 6 | | |
| Stony Creek | | | | | | | | | | | | |
| Thurman | | | | | 2 | | | | | | | |
| Warrensburg | | 1 | | 2 | 3 | | | | | | | |
| Totals | 2 | 5 | 1 | 7 | 30 | | 2 | 5 | | 9 | 3 | |

Bites Reported by Month

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----|-----|-----|-----|-----|------------|
| 2009 | 18 | 11 | 16 | 23 | 18 | 23 | | | | | | | 109 |

RABIES CLINICS 2009

- 7/18 Luzerne Hadley Fire House 10-12N
- 8/1 Brant Lake Fire House 10-12N
- 8/15 Queensbury Community Center 10-12N
- 8/29 North Creek Fire House 10-12N

We have had a rabid fox in Horicon and a rabid skunk in Warrensburg requiring 4 individuals to receive the rabies post exposure prophylaxis.

RABIES VACCINATION REPORT

01/01/2009 - 07/21/2009

| | | | |
|------------|------------------------|------------|-----------------------|
| 02/21/2009 | Glens Falls DPW | 05/16/2009 | Hague Firehouse |
| | Dog 17 | | Cat 2 |
| | <u>Total 17</u> | | Dog 18 |
| | | | <u>Total 20</u> |
| 03/07/2009 | Queensbury Center | 06/10/2009 | Warrensburg Firehouse |
| | Cat 10 | | Cat 20 |
| | Dog 33 | | Dog 112 |
| | <u>Total 43</u> | | <u>Total 132</u> |
| 03/28/2009 | Lake Luzerne Firehouse | 06/20/2009 | North Creek Firehouse |
| | Cat 5 | | Cat 4 |
| | Dog 23 | | Dog 32 |
| | <u>Total 28</u> | | <u>Total 36</u> |
| 04/11/2009 | VFW Post 6196 | | TOTALS |
| | Cat 14 | | Cat 90 |
| | Dog 32 | | Dog 353 |
| | <u>Total 46</u> | | <u>Total 443</u> |
| 04/18/2009 | Chestertown Firehouse | | |
| | Cat 10 | | |
| | Dog 30 | | |
| | <u>Total 40</u> | | |
| 04/25/2009 | Lake George Firehouse | | |
| | Cat 14 | | |
| | Dog 28 | | |
| | <u>Total 42</u> | | |
| 05/02/2009 | Glens Falls DPW | | |
| | Cat 11 | | |
| | Dog 28 | | |
| | <u>Total 39</u> | | |

Warren County Health Services
2009 Proposed Department Goals Specific to Reimbursement and Cost Savings

Complete the transition to the Point of Care Electronic Medical Record which will:

- Allow for submission of billing and receipt of reimbursement for services provided by the Certified Home Health Agency and Long Term Home Health Care Program on a more timely basis. Billing will be submitted approximately 90 days earlier than is currently the case

Status: Major Progress Made

We anticipate being able to have billing complete and submitted within 2 weeks of the end of each month by October.

- Allow increased reimbursement for telemedicine services for Medicaid clients at the "Tier 2" (\$310 per patient per month rate as opposed to the "Tier 1" rate (\$270 per patient per month) since the telemedicine program will interface with the electronic medical record. Currently, we serve approximately 65-70 clients per month who utilize telemonitoring, and the anticipated additional revenue from this program is projected minimally at \$12,000. It should also be noted that this program contributes significantly to reducing hospitalizations and in so doing contributes to reducing overall Medicaid costs.

Status: Accomplished

We are also establishing a private fee for service for individuals who are interested in accessing the program on a long - term private fee basis. This is way to increase revenues and hopefully decrease hospitalization rates, as well as promoting a more proactive way to manage chronic disease. We continue to negotiate with insurance companies to reimburse for the telemedicine program, and hope this will be an increased revenue stream in the future. Medicaid and Senior Blue currently pay.

- Decrease the need for clerical staff, word processing operators in particular. Currently, we are thinking that it is likely with the 2010 Budget Proposal we will be able to eliminate 2 positions

Status: Accomplished

Effective July 1, 2009, 2 Positions were abolished, a word processing operator and an account clerk.

Utilize Per Diem staff when possible to control overtime costs

Status: Ongoing

Currently utilizing nurses in the Division of Public Health to assist in the Division of Home Care to assure maximization of resources. Overtime and Per Diem costs are both down as compared to last year. (See report of expenditures).

Continue to negotiate with private insurance companies to pay for telemonitoring

Status: Ongoing

See above comments

Maximize any grant opportunities that present

Status: Ongoing

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Health Services

DATE: July 24, 2009

- (a) Purpose of Grant: To apply to NYSDOH for a non-competitive award in the amount of \$34,000.00 to develop a local action plan to implement policy and environmental changes to address the physical activity and nutrition objectives in the Department of Health's Prevention Agenda
- (b) Name of Grantor: NYSDOH Bureau of Community Chronic Disease Prevention
- (c) Address of Grantor: 150 Broadway, Riverview Center, Room 350, Albany, NY 12204
- (d) Grantor's Contact Person and Telephone Number: Kyle Resina, 408-5152, email: krr01@health.state.ny.us
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach? Yes, work plan to be developed
- (f) Effective Date of Grant: 8/1/09
- (g) Termination Date of Grant: 3/31/09
- (h) Total Dollar Amount Involved (not to exceed): \$34,000.00
- (i) Deadline to Submit Grant Application and/or Grant Agreement: 8/28/09
- (j) Is a Budget amendment required? Yes, when funding received If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? No If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) Is a Local Share Required? No If Yes, Where are the Funds? List Budget Code (with title), Object Code (with title), and Amount OR Capital Project OR Capital Reserve Project Number and Title and Amount:

Auer, Pat

From: Kyle R. Restina [krr01@health.state.ny.us] on behalf of Preventing Obesity BML [preventingobesity@health.state.ny.us]
Sent: Wednesday, July 22, 2009 6:55 PM
To: LHD2@health.state.ny.us
Subject: FUNDING OPPORTUNITY: Healthy Communities Capacity Building Initiative
Importance: High

Dear Commissioner/Public Health Director,

The New York State Department of Health is proud to offer the Healthy Communities Capacity Building Initiative, a non-competitive funding opportunity to build capacity and support local efforts to reduce chronic disease.

Each local health department is eligible to receive \$34,000 (per county) for the period of August 1, 2009 to March 31, 2010 to develop a local action plan to implement policy and environmental changes to address physical activity and nutrition objectives in the Department of Health's Prevention Agenda Toward the Healthiest State. Training and technical assistance will be provided to local health departments accepting these awards and selected local stakeholders. For more information about specific activities required as part of the award, please read the attached letter in its entirety.

A completed Award Acceptance Form must be received no later than 5 p.m., Friday, August 28, 2009. However, your completed form is welcome in advance of the due date and you're encouraged to return it as soon as possible. When you do, you'll be contacted about preparing a workplan and budget. The Award Acceptance Form is attached as a Word document for your ease in completing it. If you have any difficulty viewing or accessing either of the two attached documents, please contact me. My full contact information is provided below.

My colleagues and I are very excited at the prospect of working together on this initiative with you. I hope to hear of your acceptance soon.

Yours in Health,

Kyle Restina
Coordinator, Obesity Prevention
Bureau of Community Chronic Disease Prevention
New York State Department of Health
150 Broadway
Riverview Center - Rm. 350
Albany, New York 12204

Main: 518/408-5142
Fax: 518/474-3356
Direct e-mail: krr01@health.state.ny.us
General mail log: preventingobesity@health.state.ny.us

(See attached file: LHD Healthy Communities Grant Letter \$34,000 072209.pdf) *(See attached file: Award Acceptance Form Healthy Communities.doc)* **IMPORTANT NOTICE:** This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

7/23/2009



STATE OF NEW YORK DEPARTMENT OF HEALTH

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

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Executive Deputy Commissioner

July 22, 2009

Re: Funding Opportunity

Dear Commissioner/Public Health Director:

Obesity, a major risk factor for many chronic diseases, has reached epidemic proportions in New York State and across the nation. The percentage of obese adults in New York State more than doubled from 10 percent in 1997 to 25 percent in 2008. Nationally, obesity among children and adolescents has tripled over the past three decades. Obesity costs New Yorkers more than \$6 billion annually in direct medical expenditures for treatment of related diseases, as well as indirect costs such as lost productivity.

The New York State Department of Health (Department of Health) Bureau of Community Chronic Disease Prevention works to minimize obesity and related chronic diseases in New York State through actions designed to increase physical activity and improve nutrition. These efforts include a community health planning approach, evidence-based or evidence-informed interventions, and progress monitoring, all part of Commissioner of Health Richard F. Daines, M.D.'s call to action: The Prevention Agenda Toward the Healthiest State.

To build capacity and support local efforts to reduce chronic disease, each local health department is eligible to receive a non-competitive award of \$34,000 (per county) for the period of August 1, 2009 to March 31, 2010 to develop a local action plan to implement policy and environmental changes to address the physical activity and nutrition objectives in the Department of Health's Prevention Agenda. Training and technical assistance will be provided to local health departments accepting these awards and selected local stakeholders. Specific activities required as part of this award are outlined in Attachment A.

To request this funding, please complete the Healthy Communities Capacity Building Initiative Award Acceptance Form on the following page. This form must be submitted to the Bureau of Community Chronic Disease Prevention by or before 5 p.m., August 28, 2009. The form may be faxed (518-474-3356), e-mailed (preventingobesity@health.state.ny.us) or mailed to:

Ms. Kyle Restina
Obesity Prevention Program
Bureau of Community Chronic Disease Prevention
New York State Department of Health
Riverview Center, Room 350
150 Broadway
Albany, New York 12204

After receipt of the Award Acceptance Form, you will be contacted regarding submission of a workplan and budget, which will become part of your non-competitive grant award contract.

We look forward to working with you on this important public health initiative. If you have any questions concerning the award process, funding or other aspects of the initiative, please feel free to call Ms. Kyle Restina at (518) 408-5142 or contact her via e-mail at krr01@health.state.ny.us.

Sincerely,



Ursula Bauer, Ph.D.
Director,
Division of Chronic Disease and
Injury Prevention

cc: Ms. Restina

**Local Health Department
Healthy Communities Capacity Building Initiative
Required Activities
August 1, 2009 – March 31, 2010**

The training and technical assistance provided to local health departments will focus on the following:

- Familiarizing community leaders and stakeholders with the benefits of working toward policy, system and environmental changes;
- Assisting local health departments and partner organizations to build infrastructure and support in the community for chronic disease prevention; and
- Increasing awareness of funding opportunities for chronic disease prevention activities.

Required Activities:

1. Coaches Meeting – Each local health department must send a two-person team to an initial (one) Coaches Meeting. These one-and-one-half day meetings will be held in three locations across the State and will address the power of policy and environmental change, identifying effective partners, conducting a community assessment of opportunities and barriers to policy and environmental changes related to physical activity and nutrition and acting as a coach to a larger local team. These meetings are tentatively scheduled for October 2009.
2. Team Recruitment – Following the Coaches Meeting, the local health department will recruit other partners (schools, community based organizations, parks and recreation departments, etc.) at the local level and together conduct an assessment of current policies and environmental supports for physical activity and nutrition in a community to be identified by the local team.
3. Action Institute – Each funded county must send a team of five to eight individuals, representing their stakeholders, to one Action Institute. At the Action Institute, additional training on specific environmental and policy strategies to improve physical activity and nutrition will be provided. The Action Institute will also provide assistance to counties on developing an initial action plan for their selected community, based on the results of the community assessment, as outlined above.
4. By the conclusion of the award period, each funded local health department will, at a minimum, have developed an action plan for their identified community and obtained commitments from community partners to implement at least one priority strategy in their action plan. Ideally, teams will have begun work on implementing at least one strategy.

Awarded funds may be used to support team meetings, travel, supplies and materials, sub-awards to partner organizations and partial support for an individual to coordinate initiative activities. Funds may not be used for indirect or administrative costs.

**Local Health Department
Healthy Communities Capacity Building Initiative
Award Acceptance Form**

County for which funds are requested: _____

Name of Local Health Department: _____

Federal Employer Identification #: _____

Key Contact Person for Initiative: _____

• Mailing Address: _____

• Telephone #: _____

• Fax #: _____

• E-mail address: _____

Signature
Local Health Director/Commissioner

Signature
Official Authorized to Sign
For Applicant Organization

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS*

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

DEPARTMENT NAME: Health Services

DATE: July 24, 2009

- (a) Purpose of Request: To establish a private pay fee for services of the Telemedicine Program in the following amounts:
- \$10.00 per day for monitor and interpretation of readings by nurse
 - Minimum 1 nursing in-home patient assessment per month at full cost per visit or amount of visits as needed

If patient requires skilled nursing care, insurances would be billed

- (b) Details: See (a)
- (c) Previous Resolution Number: n/a

**Warren County Health Services
Home Health Telemonitoring Services Program**

Warren County Health Services Division of Homecare has one of the most successful telemonitoring programs in New York State. The agency has been very successful since the initiation of the program in 2005. We have been successful in decreasing our clients' hospitalization rates from 38/40% down to 12/14% for certain disease specific entities.

The telemonitoring program provides the client with the daily oversight by a Registered Nurse of certain vital signs. This daily oversight of the vital signs alerts the Nurse to early signs and symptoms of possible pending disease complications. The Nurse is able to communicate these changes to your Physician. This allows the Physician to provide treatment changes at home hoping to prevent the need for an acute hospital stay.

The cost of the telemonitoring with the daily oversight of the Nurse is \$10.00/day. The current cost of the Nurse's home visit for evaluation is \$160.00/day. This fee may be adjusted annually. The frequency of the Nurse's home visit is determined by the stability of the client's medical condition. The Nurse's home evaluation would be a minimum of once a month.

I have read the above and I agree to participate in the telemonitoring program on a private pay fee for service at the rates noted above. If my condition at anytime changes where I would be considered in need of skilled care my primary health insurance would be billed.

Signature

Date

Witness

Date

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: July 24, 2009

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize an agreement with Municipay Nationwide Payment Solutions for ability to process credit card payments for immunizations
- (c) Name of Contractor: Municipay Nationwide Payment Solutions LLC
- (d) Address of Contractor: 400 Technology Way, Searborough, ME 04074
- (e) Contractor's Contact Person and Telephone Number: Bob McLean, 585-314-4397; rfmclean@getnationwide.com
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 8/24/09
- (h) Termination Date of Contract: 30 days written notice either party
- (i) Payment Provisions: i) lump sum amount total immunization charges
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: A4018.0030.1613 Immunization Revenue

Hi Pat,

I received your message about credit cards. The first step is for you to determine which company you want to use. The following are the contacts for two companies that I spoke to:

Never
Returned
Call
7/1/09

1. J.P. Morgan – Bob Gibson 433-2527
Convenience fee of 2.5% with a minimum of \$3.00 charged to customer
2. MuniPay – Bob McLean 585-314-4397
Convenience fee of 2.45% with a minimum of \$1.50 charged to customer

2nd
(M) 6/29

(M) 6/25

I would advise that you contact both of these companies to demonstrate their systems and make your decision based on that. Once you have decided on the company you can arrange for set up and training of your staff. At that point, we can get together to determine the proper procedures to follow.

Rob Lynch

9:00 AM
McLean
7/1/09



MERCHANT APPLICATION

Registered ISO/MSP if H.S.B.C. Bank USA, National Association - Buffalo, NY



BUSINESS CONTACT INFORMATION - PRINT LEGIBLY

New Add'l Loc/MID# Owner change

| | | | |
|--------------------|-------------------------------|------------------------|---|
| (d/b/a Name) | | (Legal Name) | |
| (Location Address) | | (Mailing Address) | |
| (City) | (State) (Zip) | (City) | (State) (Zip) |
| (Fed Tax ID#) | (Location Phone # - Required) | (Primary Contact Name) | (Primary Contact #/Alt #) (Email Address) |

(Describe Products / Services Sold in Detail - Use cover sheet if more space is needed) (Web Site Address/Alternate contact name & number)

BUSINESS PROCESSING PROFILE (must be accurate)

Currently accept Visa-MC at this location or other business? (If yes, please include 3 months current processing statements) Yes No If yes, Reason for Change? _____

| | | |
|---|------|--|
| CARD SWIPE (mag stripe) W/SIGNATURE | 95 % | <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> LLC Date Business Started _____ Prior Bankruptcy? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N *Seasonal? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Are customers required to pay a deposit? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N *\$20 shut down applies Days Product/Service is fulfilled? <input checked="" type="checkbox"/> 0-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> 15-30 <input type="checkbox"/> >30 Refund policy <input checked="" type="checkbox"/> All sales final <input type="checkbox"/> _____ days <input type="checkbox"/> exchange only |
| CARD PRESENT / KEY ENTERED W/SIGNATURE & IMPRINT | 5 % | |
| MAIL/TELEPHONE SALES (MOTO/IO ADDENDUM REQUIRED) | 0 % | |
| INTERNET/E-COMM SALES (MOTO/IO ADDENDUM REQUIRED) | 0 % | |

\$ _____ (Annual Volume) \$ _____ (Average Ticket Size) \$ _____ (High Ticket Amount) (Describe in detail)

****NOTE: person certifies that the average/high ticket, sales volume & business profile indicated is accurate & agrees that any transaction and/or volume that exceeds the amounts indicated could result in delayed and/or withheld settlement of funds. Notifying NPS in advance will help avoid such delays.**

OWNER OR OFFICER INFORMATION (combined equity must equal 50% or higher)

1. (First Name) (Last Name) (SS#) (DOB) (Home Phone #) (Equity) 0 %

(Home Address / NO PO Box) (City) (State) (Zip)

2. (First Name) (Last Name) (SS#) (DOB) (Home Phone #) (Equity) %

(Home Address / NO PO Box) (City) (State) (Zip)

MEMBER BANK INFORMATION DEBIT SPONSOR INFORMATION DEBIT SPONSOR INFORMATION

HSBC Bank USA, National Association ~ Merchant Support Group ~ P.O. Box 4563 ~ Buffalo, NY 14240-4563 ~ 716-841-6360
 Concord EFS National Bank ~ 2525 Horizon Lake Drive ~ Suite 120 ~ Memphis, TN 38133-8119 ~ 901-371-9000
 JP Morgan Chase NA ~ 1111 Polaris Parkway, Suite 1A ~ OH1-0242 ~ Columbus, OH 43240-2050 ~ 814-213-3263

IMPORTANT MEMBER BANK RESPONSIBILITIES IMPORTANT MERCHANT RESPONSIBILITIES

- A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.
 - A Visa Member must be a principal (signer) to the Merchant Agreement.
 - The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
 - The Visa Member is responsible for and must provide settlement funds to the Merchant.
 - The Visa Member is responsible for all funds held in reserve that are derived from the settlement.
- Merchant must ensure compliance with cardholder data security and storage requirements.
 - Merchant must maintain fraud and chargebacks below thresholds.
 - Merchant must review and understand the terms of the Merchant Agreement.
 - Merchant must comply with Visa Operating Regulations.
- The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.

*****MUST BE COMPLETED***** CARDHOLDER DATA STORAGE COMPLIANCE *****MUST BE COMPLETED*****

Is Cardholder Data Stored Electronically at the merchant's location? Y N

Merchant Initials: (Required) X

If YES, where is Cardholder Data Stored Electronically? (select one)
 Merchant Only Certified Application Provider (CAP) Only Both Merchant and CAP Unknown GAA Export Only

Name of Primary CAP/Value Added Reseller(VAR): _____
 Name of Secondary CAP/Value Added Reseller(VAR): _____

MERCHANT SITE SURVEY REPORT (to be completed by sales representative)

Merchant Location Retail Storefront Office Building Residence Mall kiosk/Trade show booth Other: _____

Area Zoned Commercial Industrial Residential Square footage: 0-250 251 - 500 500 - 2,000 > 2,000

The Merchant: Owns Leases the location Landlord Name & contact number _____ Government Office _____

Does this business and its products/services appear to be consistent with this type of business? Y N If no, please explain below;

I hereby certify that I have inspected the business premises and further represent and warrant that the information set forth in this Application is true, complete and not misleading in any way and that inventory/services are consistent in type, quantity and quality with this Application. I have confirmed the identity of the individual signing this document. The Merchant appears to be conducting business as represented and I am not in possession of any knowledge to the contrary.

2301 (Agent ID#) Bob McLean (Print Agent Name) x (Sales Agent Signature) (Date)

Merchant Processing Terms & Agreement (page 1 of 3)

This document ("Merchant Processing Agreement" (the "Agreement"), accompanies the document "Merchant Application" ("Merchant Application") and includes the Terms and Conditions set forth below (the "Terms and Conditions") together with the terms and conditions of the Merchant Application. The bank ("Bank") identified in the Agreement is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"), and is HSBC Bank USA, National Association ("HSBC"). Global Payments Direct, Inc. ("Global") is a registered independent sales organization of Visa and a member service provider of MasterCard and has a relationship as a third party processor with HSBC, Merchant Services, Inc. d/b/a EVO ("HSPT") is a registered independent sales organization of Visa and a member service provider of MasterCard. This Agreement is between Global, MSI, Bank, Debit Sponsor (as applicable), and the merchant identified in the Merchant Application ("Merchant").

RECITALS

Merchant desires to accept credit cards ("Cards") validly issued by members of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Bank, MSI and Global desire to provide credit card processing services to Merchant Therefore, Merchant, MSI, Bank and Global agree as follows:

TERMS AND CONDITIONS

1. Honoring Cards.
A. **Without Discrimination.** You will honor, without discrimination, any Card properly tendered by a Cardholder. "Cardholder" means a person processing a Card and purporting to be the person in whose name the Card is issued. You will not establish a minimum or maximum transaction amount as a condition for honoring a Card.
B. **Cardholder Identification.** You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired, (ii) the signature on the sales draft does not correspond with the signature on the Card, (iii) the account number embossed on the Card does not match the account number on the Card's magnetic strip (as printed in electronic form) or the account number listed on a current Electronic Working Bulletin file. You may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a drivers license number as a condition for honoring a Card unless permitted under the Laws and Rules (defined in Section 14, below).
C. **Card Recovery.** You will use your reasonable, best efforts to recover any Card: (i) on Visa Cards if the printed four digits above the embossed account number do not match the first four digits of the embossed account number, (ii) if you are advised by MSI, Global or Bank (or a designee) the issuer of the Card or the designated voice authorization center to retain it; (iii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder, or (iv) for MasterCard Cards, the embossed account number, indented account number and or encoded account number do not agree or the Card does not have a MasterCard hologram on the lower right corner of the Card face.
D. **Surcharges.** You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offering a discount from the standard price to induce a person to pay by cash, check or similar means rather than by using a Card.
E. **Return Policy.** You will properly disclose to the Cardholder, at the time of the Card transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.
F. **No Claim Against Cardholder.** You will not have any claim against or right to receive payment from a Cardholder unless MSI, Global and Bank refuses to accept the Sales Draft (as defined in Section 3) or revokes a prior acceptance of the Sales Draft after receipt or a chargeback or otherwise. You will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Sales Draft, and if you receive any such payments you promptly will remit them to MSI, Global and Bank.
G. **Disputes With Cardholders.** All disputes between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither MSI, Global or Bank bear any responsibility for such transactions.

2. Authorization.
A. **Required on all Transactions.** You will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder.
B. **Effect.** Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card.
C. **Unreadable Magnetic Stripes.** When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to MSI, Global and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.
D. **Presentment of Sales Drafts.**
A. **Forms.** You will use a Sales Draft ("Sales Draft") or other form approved by MSI, Global and Bank to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) merchant's name, location and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction; (iv) a brief description of the goods or services involved; (v) the transaction authorization number; (vi) the total amount of the sale including any applicable taxes, or credit transactions; and (vii) adjacent to the signature line, a notation that all sales are final, if applicable.
B. **Signatures.** Sales Drafts must be signed by the Cardholder unless the Card transaction is a valid mail/telephone order Card transaction which fully complies with the requirements set forth in this Agreement. You may not require the Cardholder to sign the Sales Draft before you enter the final transaction amount in the Sales Draft.
C. **Reproduction of Information.** If the following information embossed on the Card and the Merchant's name is not legibly imprinted on the Sales Draft, you will legibly reproduce on the Sales Draft before submitting it to MSI, Global and Bank: (i) the Cardholder's name; (ii) account number; (iii) expiration date and (iv) the Merchant's name and place of business. Additionally, for MasterCard transactions you will legibly reproduce the name of the Bank issuing the Card as it appears on the face of the Card.
D. **Delivery and Retention of Sales Drafts.** You will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction. You will retain the "merchant copy" of the Sales Draft or credit memorandum for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules require).
E. **Electronic Transmission.** In using electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is completed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions and, at MSI or Global's sole discretion, the deposit of those funds into the Reserve Account. If you provide your own electronic terminal or similar device, such terminals must meet MSI, Global and Bank's requirements for processing transactions, and must be Year 2000 compliant. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to MSI, Global and Bank or their agent in the form MSI, Global and Bank from time to time specifies or as required under the Rules. If MSI, Global or Bank requests a copy of a Sales Draft, credit voucher or other transaction evidence, you will provide it within 24 hours following the request.
F. **Deposit of Sales Drafts and Funds Due Merchant.**

4. Deposit of Funds.
i. **Deposits.** You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C § 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in section 6 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credits), adjustments, fines, chargebacks, or fees). You acknowledge that your obligation to MSI, Global and Bank for all amounts owed under this Agreement arise out of the same transaction as MSI, Global and Bank's obligation to deposit funds to the Designated Account.
ii. **Provisional Credit.** Notwithstanding the previous sentences, under no circumstance will MSI, Global or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by MSI, Global and Bank. All Sales Drafts and deposits are subject to audit and final checking by MSI, Global and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks and adjustments: (i) in accordance with the Rules; (ii) for any of your obligations to MSI, Global and Bank; and (iii) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not a transaction is charged back by the Card issuer. MSI, Global and Bank may elect to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within MSI, Global and Bank's sole discretion.
iii. **Processing Limits.** MSI, Global and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you, as indicated to you by MSI, Global or Bank. This limit may be changed by MSI, Global or Bank upon written notice to you.

5. Chargebacks. You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks". You will pay on demand the value of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account, the Reserve Account (defined in Section 7, below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will cooperate in complying with the Rules regarding chargebacks.
C. **Excessive Activity.** Your presentation to MSI, Global and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of charge-backs and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 10% of the dollar volume indicated on the Application; or (iii) the dollar amount of returns equals 20% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, MSI, Global and Bank to take any action they deem necessary including but not limited to, suspension of processing privileges or creation or maintenance of a Reserve Account in accordance with this Agreement.

D. Credit.
i. **Credit Memoranda.** You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. MSI, Global or Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to MSI, Global and Bank. You will not submit a credit relating to any Sales Draft not originally submitted to MSI, Global and Bank, nor will you submit a credit that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction.
ii. **Revocation of Credit.** MSI, Global or Bank may refuse to accept any Sales Draft, and MSI, Global and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) the Cardholder disputes his liability to MSI, Global and Bank for any reason, including but not limited to a contention that the Cardholder did not receive the goods or services, that the goods or services provided were not as ordered, or those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay MSI, Global and Bank any amount previously credited to you for a Sales Draft not accepted by MSI, Global and Bank or where accepted, is revoked by MSI, Global and Bank.
E. **Reprocessing.** Notwithstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back.
F. **Miscellaneous.** You will not process for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement.

5. Other Types of Transactions.
A. **Debit Card Processing Services.** You may elect to accept debit cards, and said election should be made by you on the accompanying Merchant Application. If you elect to accept debit cards, the following terms and conditions apply to you.
Concord EFS National Bank ("Debit Sponsor") shall act as your sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by you (the "Covered Terminals") in each of the following debit card networks ("Networks"): Acela/AFN, Alaska Option, InBank, Maestro, NYCE, Pulse, Shazam, Star, CU24, and Tymo, which Networks may be changed from time-to-time by Debit Sponsor, MSI or Global without notice. You may also have access to other debit networks that do not require a sponsor. MSI and Global will provide you with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. MSI and Global will provide access to such Networks, terminal applications, settlement, and reporting activities. You will comply with all federal, state, and local laws, rules, regulations and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). You will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor, MSI, and Global, their affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in house counsel, whether or not legal proceedings are instituted paid or incurred by or on behalf of Debit Sponsor, MSI, or Global) as a result of your violation of any of the terms of this Section, Network Rules, or Applicable Laws, or otherwise arising from or related to Debit Sponsor's sponsorship of you in any Network. Debit Sponsor shall in no way be liable for any act or omission of MSI or Global under this Agreement. In the event that Debit Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, MSI and Global may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of you under this Agreement.
i. Conviction for a felony offense or any other crime involving moral turpitude;
ii. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on your part;
iii. Bankruptcy filing or petition;
iv. Federal or state tax lien;
v. Any material adverse change in your assets, operations, or condition, financial or otherwise;
vi. The threat or filing of any litigation against you, the outcome of which reasonably could have a material adverse effect on your continuing operations;
vii. Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking or securities agency or entity operating an EBT Network, that reasonably could have a material adverse effect on your continuing operations; or
viii. Any disciplinary action taken by any Network against you or any of your principals. Debit Sponsor, MSI, or Global may terminate or suspend in its discretion Debit Sponsor's sponsorship of you in any Network or modify the provision of Services to you:
i. Immediately upon notice to you of the occurrence of any of the conditions set forth in items (i), (ii), (iii), (iv), or (viii) in the immediately preceding paragraph or if Debit Sponsor's authority to participate in such Network or act as your sponsor in such Network is terminated by such Network;
ii. Thirty (30) days after written notice by Debit Sponsor, MSI, or Global to you of the occurrence of any of the conditions set forth in items (v), (vi), or (vii) in the immediately preceding paragraph or if Debit Sponsor terminated its membership or participation in such Network;
iii. Immediately upon notice to you in the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading; or
iv. Immediately upon notice to you of the occurrence of any other circumstance with respect to this Section that may reasonably be expected to have an adverse effect on Debit Sponsor, MSI, or Global.
The parties hereto acknowledge and agree that MSI or Global shall pay Debit Sponsor any and all fees related to Debit Sponsor's sponsorship of you in the Networks; provided, however, that in the event MSI or Global fails to pay such amounts, Debit Sponsor shall not be liable to recover all such amounts directly from you and you agree to pay all such amounts. You shall not in any way indicate that Debit Sponsor endorses your activities, products, or services. Debit Sponsor and you are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and you. You shall indemnify and hold harmless Debit Sponsor, MSI, and Global, their affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in house counsel, whether or not legal proceedings are instituted paid or incurred by or on behalf of Debit Sponsor, MSI, or Global) as a result of your violation of any of the terms of this Section, Network Rules, or Applicable Laws, or otherwise arising from or related to Debit Sponsor's sponsorship of you in any Network. Debit Sponsor shall in no way be liable for any act or omission of MSI or Global under this Agreement. In the event that Debit Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, MSI and Global may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of you under this Agreement.
B. **Mail/Telephone Order.** MSI, Global and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder and Card are not present ("mail/telephone orders") due to the high incidence of customer disputes. You will obtain the expiration date of the Card for a mail/telephone order and submit the expiration date when obtaining authorization of the Card transaction. For mail/telephone order transactions, you will type or print legibly on the signature line the following as applicable: telephone order or "TO" or mail order or "MO". You must promptly notify MSI, Global and Bank if your retail/mail order/telephone order mix changes from the percentages represented to MSI, Global and Bank in the Merchant Application. MSI, Global and Bank may cease accepting, mail/telephone order transactions, or limit its acceptance of such transactions, or increase their fees if this mix changes.
i. BANK will release funds to MERCHANT live (5) business days after transaction date.
ii. MERCHANT agrees to use and retain proof of a traceable delivery system as means of shipment of product to customer.
iii. MERCHANT agrees that transactions will not be processed until products are shipped to cardholder.
iv. MERCHANT agrees to a charge of \$9.05 per AVS transaction, if applicable.
C. **Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of the agreement.**
D. **Recurring Transactions.** For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholders account, the frequency of the recurring charge, and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder (ii) notice from MSI, Global or Bank, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction."
E. **Partial Completion.** Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of MSI, Global or Bank. Such consent will be subject to Bank's final approval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and cause for immediate termination, in addition to any other remedies available under the Laws or Rules.
ii. Acceptance. If you have obtained prior written consent, then you will complete such Card transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft when making a deposit with a Card and a second Sales Draft when paying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or you have fully performed the services.

Merchant Processing Terms & Agreement (page 2 of 3)

F. Future Delivery. You will not present any Sales Draft or other memorandum to Bank for processing "whether by electronic means" which relates to the sale of goods or services for future delivery without MSI, Global or Bank's, prior written authorization. Such consent will be subject to Bank's final approval. If MSI, Global or Bank have given such consent, you represent and warrant to MSI, Global and Bank that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

G. Electronic Commerce Transactions. You may process electronic commerce ("EC") transactions only if you have so indicated on the Application, and only if you have obtained MSI's and Global's consent. If you submit EC transactions without our consent, we may immediately terminate this Agreement. If you have indicated on the Application that you will be submitting EC transactions, you acknowledge that you have reviewed the Visa Cardholder Information Security Program ("CISIP") on the Visa International website, and to the extent that CISIP applies to you, you agree to comply with its terms. If you present EC transactions to MSI and Global, such transactions must comply with the CISIP requirements. You understand that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. You are liable for all chargebacks and losses related to EC transactions, whether or not: i) EC transactions have been encrypted; and ii) you have obtained consent to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction. All communication costs related to EC transactions are your responsibility. You understand that MSI and Global will not manage the EC telecommunications link and that it is your responsibility to manage that link. All EC transactions will be settled by Bank into a depository institution of the United States in U.S. currency.

i. Requirements. For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Further, your web site must contain at of the following information: i) complete description of the goods or services offered; ii) returned merchandise and refund policy; iii) customer service contact, including electronic mail address and/or telephone number; iv) transaction currency (such as U.S. or Canadian dollars); v) export or legal restrictions, if known; and vi) delivery policy. If you store cardholder account numbers, expiration dates, and other personal cardholder data in the database, you must follow Visa and MasterCard guidelines on securing such data.

ii. Cardholder Information Security Program. If you accept EC transactions, you must install and maintain a working network firewall to protect data accessible via the Internet; keep security patches up-to-date; encrypt stored data and data sent over open networks; use and update anti-virus software; restrict access to data by business "need-to-know"; assign a unique ID to each person with computer access to data; no use vendor-supplied defaults for system passwords and other security parameters; track access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to cardholder information. When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Further, you must reference the protection of cardholder information and compliance with the Visa CISIP Rules in contracts with other service providers. You understand that failure to comply with this Section may result in fines by Visa, and you agree to indemnify and reimburse MSI, Global and Bank immediately for any fine imposed due to your breach of this Section.

H. American Express, Discover, JCB and Diners Club Transaction. Upon your request, MSI, Global and Bank will provide authorization and/or data capture service, for Discover, JCB, Diners Club and American Express transactions. By signing this Merchant Agreement, Merchant agrees to abide by the terms and conditions of Diners Club, American Express, JCB, and Discover. I understand that the Diners Club Agreement will be sent to the business entity indicated on this application. By accepting the Diners Club Card for goods and/or services, I agree to be bound by the terms and conditions of the Agreement. MSI, Global and Bank are not responsible for funding such transactions. Initial setup fees may apply.

I. Cash Advances. You will not deposit any transaction for purpose of obtaining or providing a cash advance. You agree that any such deposit shall be grounds for immediate termination.

J. Prohibited Transactions. You will not accept or deposit any fraudulent transaction and you may not, under any circumstances, present for deposit directly or indirectly, a transaction which originated with any other merchant or any other source. You will not, under any circumstance, deposit telemarketing transactions unless you obtain Bank, MSI or Global's prior written consent. Such consent will be subject to Bank's final approval. If you process any such transactions, you may be immediately terminated and MSI, Global or Bank may hold funds and/or require you to establish a Reserve Account. Further, you may be subject to Visa and MasterCard reporting requirements.

6. Designated Account.

A. Establishment and Authority. Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank, MSI and Global ("Designated Account"). Merchant will maintain sufficient funds in the designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank, MSI and Global to debit the Designated Account for chargebacks, fees and any other Penalties or amounts owed under this Agreement, and irrevocably authorizes Bank, MSI and Global to debit the Designated Account for any amount owed to Bank, MSI and Global under this Agreement other than the amounts directly attributable to the settlement of transactions. You also authorize MSI, Global and Bank to debit the Merchant Account for any fees due such vendor or agent under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified MSI, Global and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank, MSI or Global to change the Designated Account. If Merchant does not get that consent, MSI, Global or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B. Deposit. Bank will deposit all Sales Drafts to the Designated Account subject to Section 4 of this Agreement. The funds represented by Sales Drafts will be deposited 3 business days following MSI and Global's receipt of the Sales Draft, except for mail order/telephone order and electronic commerce transactions, which will be deposited 5 business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank, MSI and Global to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry. You authorize and appoint Bank, MSI and Global to act as your agent to collect Card transaction amounts from the Card issuing bank. As the collecting agent, Bank, MSI and Global in its sole discretion, may grant you provisional credit for transaction amounts in the process of collection, subject to receipt of final payment by Bank and subject to all chargebacks.

C. Asserted Errors. You must promptly examine all statements relating to the Designated Account, and immediately notify MSI, Global and Bank in writing of any errors. Your written notice must include: (i) Merchant name and account number, (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by MSI, Global and Bank within 30 calendar days after you received the periodic statement containing the asserted error. You may not make any claim against MSI, Global or Bank for any loss or expense relating to any asserted error for 60 calendar days immediately following our receipt of your written notice. During that 60 day period, MSI, Global and Bank will be entitled to investigate the asserted error.

D. Indemnity. You will indemnify and hold MSI, Global and Bank harmless for any action they take against the Designated Account, the Reserve Account, or any other account pursuant to this Agreement.

E. ACH Authorization. You authorize MSI, Global and Bank to initiate debit/credit entries to the Designated Account, the Reserve Account, or any other account maintained by you at any institution, all in accordance with this Agreement and the ACH Authorization on the attached Exhibit B, Merchant Authorizations. The ACH Authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, you will execute a new ACH Authorization.

7. Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests.

i. Security Agreement. This Agreement is a security agreement under the Uniform Commercial Code. You grant to MSI, Global and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (ii) all funds at any time in the Reserve Account, regardless of the source of such funds; (iii) present and future Sales Draft; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other collateral or security to MSI, Global and Bank to secure your obligations under this Agreement upon MSI, Global or Bank's request. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later entered into between you and MSI, Global or Bank. This security interest may be exercised by MSI, Global or Bank without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets.

ii. Protection. Upon request of MSI, Global or Bank, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, MSI, Global and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from MSI, Global and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and MSI, Global and Bank are not required to file a motion for relief from a bankruptcy action automatic stay for MSI, Global or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless you agree not to contest or object to any motion for relief from the automatic stay filed by MSI, Global or Bank. You authorize MSI, Global or Bank and appoint MSI, Global or Bank your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

B. Reserve Account.

i. Establishment. A non-interest bearing deposit account ("Reserve Account") may be established and maintained at MSI, Global or Bank initially or at any time in the future as requested by MSI, Global or Bank, with sums sufficient to satisfy your current and future obligations as determined by MSI, Global and Bank. You authorize MSI, Global and Bank to debit the Designated Account or any other account you have at Bank or any other financial institution to establish or maintain funds in the Reserve Account. Bank, MSI or Global may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests.

ii. Authorizations. MSI, Global and Bank may, without notice to you, apply deposits in the Reserve Account against any outstanding amounts you owe under this Agreement or any other agreement between you and MSI, Global or Bank. Also, MSI, Global and Bank may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to MSI, Global or Bank including, without limitation, rights of set-off and recoupment. In the event you submit a merchant application to MSI through the use of Insta-App, and MSI does not receive a completed written merchant application within 2 business days, you authorize MSI, Global or Bank to hold all of your funds in the Reserve Account until the completed written merchant application and other required documentation is received by MSI.

iii. Funds. Funds in the Reserve Account will remain in the Reserve Account for 270 calendar days following the later of termination of this Agreement or the last activity in your account, provided, however, that you will remain liable to MSI, Global, and Bank for all liabilities occurring beyond such 270 day period. After the expiration of the 270 day period MSI will provide you with written notification via nationally recognized delivery service advising you that the 270 day period has expired, requesting that you provide MSI with an address where the funds should be delivered, and stating that in the event you fail to respond to this notification within 30 days, MSI will begin deducting a flat fee of \$75 each month from the funds you have remaining in the Reserve Account. In the event you fail to respond to the notification, the \$75 fee will then be deducted each month from the funds remaining in the Reserve Account. This fee will offset the administrative, clerical, legal, and risk management costs incurred by MSI to monitor the funds that remain in the Reserve Account beyond the 270 day period, and includes all monthly minimums and any other contractual fees that would ordinarily be assessed against your account pursuant to the terms of this Agreement. You agree that prior to the expiration of the 270 days, you will not use funds in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees, fines, or other amounts you owe to MSI, Global, and/or Bank under this Agreement. MSI, Global, and Bank (and not Merchant) shall have control of the Reserve Account.

iv. Assurance. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code § 365, as amended from time to time, you must establish or maintain a Reserve Account in an amount satisfactory to MSI, Global and Bank.

D. Recoupment and Set-Off. MSI, Global and Bank have the right of recoupment and set-off. This means that they may offset or recoup any outstanding/uncollected amounts owed by you from: (i) any amounts they would otherwise be obligated to deposit into the Designated Account; (ii) any other amounts Bank, MSI or Global may owe you under this Agreement or any other agreement; and (iii) any funds in the Designated Account or Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to MSI, Global and Bank, you must create or maintain the Reserve Account as required by MSI, Global and Bank, and MSI, Global and Bank must have the right to offset against the Reserve Account for any and all obligations which you may owe to MSI, Global and Bank, without regard to whether the obligations relate to Sales Drafts initiated or created before or after the filing of the bankruptcy petition.

E. Remedies Cumulative. The rights and remedies conferred upon MSI, Global and Bank in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of MSI, Global and Bank under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

8. Fees and Other Amounts Owed Bank.

A. Fees and Taxes. You will pay MSI or Global fees for services, forms and equipment in accordance with the rates set forth on the Application. In addition, you will pay MSI a fee for research it performs at your request in an amount equal to \$200 per hour, or \$5 per statement. Such fees will be calculated and debited from the Designated Account once each business day or month for the previous business day's or month's activity or will be netted out from the funds due you attributable to Sales Drafts presented to MSI, Global and Bank. MSI, Global and Bank reserve the right to adjust the fees set forth on the Application and in this Section, in accordance with Section 16I, below. If you do not have an active account at the time of the request, payment by certified check or money order must be received prior to the release of the requested document copies or search results. You are also obligated to pay all taxes, and other charges imposed by any governmental authority on the services provided under this Agreement. With respect to Visa and MasterCard products, you may elect to accept credit cards or debit/prepaid cards or both. You shall so elect on the Merchant Application being completed contemporaneously herewith. You agree to pay and your account(s) will be charged pursuant to Section 6.A of this Agreement for any additional fees incurred as a result of your subsequent acceptance of transactions with any Visa or MasterCard product that you have elected not to accept.

B. Other Amounts Owed Bank. You will immediately pay MSI, Global and Bank any amount incurred by MSI, Global and Bank attributable to this Agreement including but not limited to chargebacks, fines imposed by Visa or MasterCard, non-sufficient fund fees, and ACH debits that overdraw the Designated Account, Reserve Account or are otherwise dishonored. You authorize MSI, Global and Bank to debit via ACH the Designated Account or any other account you have at Bank or at any other financial institution for any amount you owe MSI, Global or Bank under this Agreement or under any other contract, note, guaranty, instrument or dealing of any kind now existing or later entered into between you and MSI, Global or Bank, whether your obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event MSI, Global or Bank demand sums due or such ACH does not fully reimburse MSI, Global and Bank for the amount owed, you will immediately pay MSI, Global and Bank such amount.

C. Merchant Supply/Replacement Program. Merchant is responsible for purchasing all supplies required to properly process credit card transactions (sales slips, printer rolls, etc.). If merchant elects to participate in MSI's Supply/Replacement Program, merchant understands that they are entitled to a maximum of 8 rolls of paper and 2 printer ribbons per month. It is the merchant's responsibility to contact MSI each month to order supplies. MSI will only provide the merchant with supplies for the current month, and merchant's failure to place an order with MSI will constitute a waiver of its right to receive supplies for that month under the Supply/Replacement Program. Quantity of supplies provided is at the discretion of MSI. Enrollment in MSI's Supply/Replacement Program also entitles merchant to free refurbished replacement equipment after MSI has collected 3 monthly payments from the merchant (merchant is responsible for all shipping costs). A separate program is required for each terminal merchant may have. If merchant's terminal type is unavailable, at MSI's discretion, a substitute may be provided. MSI's Supply/Replacement Program does not include labor, parts, or expenses necessary to replace or repair equipment damaged by fire, flood, accident, improper voltage, misuse of equipment, service performed by persons other than MSI representatives, and/or failure to continually maintain a suitable operating environment for the equipment. MSI may choose to cancel the merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

9. Application, Indemnification, Limitation of Liability.

A. Application. You represent and warrant to MSI, Global and Bank that all information in the Application is correct and complete. You must notify MSI and Global in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, (the identity of principals and/or owners, the form of business organization (i.e., sole, proprietorship partnership, etc.), type of goods and services provided and how sales, are completed (i.e. by telephone, mail, or in person at your place of business). The notice must be received by MSI and Global within 10 business days of the change. You will provide updated information to MSI and Global within a reasonable time upon request. You are liable to MSI, Global and Bank (as applicable) for all losses and expenses incurred by MSI, Global and/or Bank arising out of your failure to report changes to it. Bank, MSI and Global may immediately terminate this Agreement upon notification by you of a change to the information in the Application.

B. Indemnification. You will hold harmless and indemnify MSI, Global and Bank, their employees and agents (i) against all claims by third parties arising out of this Agreement, and (ii) for all attorneys' fees and other costs and expenses paid or incurred by MSI, Global or Bank in the enforcement of the Agreement, including but not limited to those resulting from any breach by you of this Agreement and those related to any bankruptcy proceeding.

C. Limitation of Liability. Any liability of MSI, Global or Bank under this Agreement, whether to you or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (i) the amount of fees paid by you to MSI, Global and Bank during the month in which the transaction out of which the liability arose occurred, and (ii) assessments, chargebacks, and offsets against such fees which arose during such month. In the event more than one month is involved, the aggregate amount of MSI, Global and Bank's liability shall not exceed the lowest amount determined in accord with the foregoing calculation for any one month involved. Neither MSI, Global, Bank nor their agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages. Neither MSI, Global, nor Bank will be responsible or liable for any damages you incur that arise from a terminal that has been downgraded by a third party.

D. Performance. MSI, Global and Bank will perform all services in accordance with this Agreement. MSI, Global and Bank make no warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty. MSI, Global and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party. Neither MSI, Global nor Bank shall be liable for the acts or omissions of any third party.

E. Representations by Salespersons. All salespersons are independent contractors, and are not agents, employees, joint venturers, or partners of MSI, Global or Bank. Any and all representations and/or statements made by a salesperson are made by them in their capacity as an independent contractor, and cannot be imputed to MSI, Global or Bank. MSI, Global and Bank have absolutely no liability or responsibility for any representations and/or statements made to you by any sales representative.

10. Representations and Warranties.

A. Information. You represent and warrant to MSI, Global and Bank at the time of execution and during the term of this Agreement the following: You are a corporation, limited liability company, partnership or sole proprietorship validly existing and organized in the United States. All information contained on the Application or any other document submitted to MSI, Global or Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the Application, unless you obtain the prior written consent of MSI, Global and Bank.

B. Entire Power. Merchant and the person signing this Agreement have the power to execute and perform this Agreement. This Agreement will not violate any law, or conflict with any other agreement to which you are subject.

C. No Litigation or Termination. There is no action, suit or proceeding pending or to your knowledge threatened which if decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations. You have never entered into an agreement with a third party to perform credit or debit card process which has been terminated by that third party.

D. Transactions. All transactions are non-charge. No transaction involves the use of a Card for any purpose other than the purchase of goods or services from you nor does it involve a Cardholder obtaining cash from you unless allowed by the Rules and agreed in writing with MSI, Global and Bank. MSI may choose to cancel the merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

E. Rule compliance. You will comply with the Laws and Rules.

Merchant Processing Terms & Agreement (page 3 of 3)

11. Audit and financial information.

A. Audit You authorize MSI, Global or Bank to audit your records to confirm compliance with this Agreement, as amended from time to time. You will obtain, and will submit a copy of, an audit of your business when requested by MSI, Global or Bank.

B. Financial Information.

i. Authorizations You authorize MSI, Global or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuator of this Agreement. You also authorize any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to MSI, Global and Bank.

ii. Documents You will provide MSI, Global or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to MSI, Global and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

12. Third Parties.

A. Services You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. MSI, Global and Bank have no responsibility for any transaction until that point in time MSI, Global or Bank receive data about the transaction.

B. Use of Terminals Provided by Others You will notify MSI, Global and Bank immediately if you decide to use electronic authorization or data capture terminals or software provided by any entity other than MSI, Global and Bank or its authorized designee ("Third Party Terminals") to process transactions. If you elect to use Third Party Terminals you agree (i) the third party providing the terminals will be your agent in the delivery of Card transactions to MSI, Global and Bank; and (ii) to assume full responsibility

and liability for any failure of that third party to comply with the Rules of this Agreement. Neither MSI, Global nor Bank will be responsible for any losses or additional fees incurred by you as result of any error by a third party agent, or a malfunction of your credit card terminal, including but not limited to Third Party Terminals.

13. Term and Termination.

A. Term The Agreement will become effective on the date Bank executes this Agreement ("Effective Date"). The Agreement will remain in effect for a period of 3 years ("Initial Term") and will renew for successive 1 year terms ("Renewal Term") unless terminated as set forth below.

B. Termination The Agreement may be terminated by any party to be effective at the end of the Initial Term or any Renewal Term by giving written notice of an intention not to renew at least 60 calendar days before the end of the current term, however early termination shall be permitted as further outlined in 13.iv "Early Termination" below. Further, this Agreement may be terminated at any time with or without notice and with or without cause by MSI, Global and Bank.

C. Action upon Termination.

i. Terminated Merchant File You acknowledge that Bank is required to report your business name and the name of Merchant's principals to Visa and MasterCard when Merchant is terminated due to the reasons listed in the Rules.

ii. Designated Account All your obligations regarding accepted Sales Drafts will survive termination. You must maintain in the Designated Account and the Reserve Account enough funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in any event not less than the time specified in this agreement. You authorize MSI, Global and Bank to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, you will pay MSI, Global and Bank the amount you owe it upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees.

iii. Equipment Within 14 business days of the date of termination, you must return all equipment owned by MSI and immediately pay MSI any amounts you owe them for equipment costs.

iv. Early Termination If you terminate this Agreement you agree to give written notice of cancellation to us not less than 60 days prior to the designated termination date AND that such notice MUST be received 60 days PRIOR TO ANY ACCEPTANCE OR USE BY MERCHANT OF ANOTHER SERVICE PROVIDER. If you fail to give such notice, you will immediately pay MSI, as liquidated damages a early cancellation penalty fee equal to \$260 if your average annualized Visa MasterCard processing volume is less than \$125,000 or, a fee of \$500 if your average annualized Visa MasterCard processing volume is between \$125,000 and \$250,000 or, a fee of \$1000 if your average annualized Visa MasterCard processing volume is greater than \$250,000. Such early cancellation penalty fee shall be waived if merchant provides MSI with proper 60 day notice.

14. Compliance With Laws And Rules.

You agree to comply with all rules and operating regulations issued from time to time by MasterCard and Visa and any policies and procedures provided by MSI, Global or Bank, including those set forth in the Merchant Operating Manual ("Rules"). The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. You further agree to comply with all applicable state, federal and local laws, rules and regulations ("Laws"), as amended from time to time. You will assist MSI, Global and Bank in complying with all Laws and Rules now or hereafter applicable to any Card transaction or this Agreement. You will execute and deliver to MSI, Global and Bank all instruments it may from time to time reasonably deem necessary.

15. Use of Trademarks and Confidentiality.

A. Use of Trademarks Your use of Visa and MasterCard trademarks must fully comply with the Rules. Your use of Visa, MasterCard or other cards' promotional materials will not indicate directly or indirectly that Visa or MasterCard endorse any goods or services other than their own and you may not refer to Visa or MasterCard in stating eligibility for your products or services.

B. Confidentiality.

i. Cardholder Information You will not disclose to any third party Cardholders' account information or other personal information except to an agent of yours assisting in completing a Card transaction, or as required by law. You must destroy all material containing Cardholders' account numbers, Card Imprints, Sales Drafts, Credit Vouchers and (except for Sales Drafts maintained in accordance with this Agreement, Laws, and the Rules). Further, you must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused.

ii. Prohibitions You will not use for your own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of MSI, Global and Bank (including without limitation the terms of this Agreement), and will safeguard such information and data by using the same degree of care that you use to protect your own confidential information.

iii. Disclosure You authorize MSI, Global and Bank to disclose your name and address to any third party who requests such information or otherwise has a reason to know such information.

C. Return to Bank All promotional materials, advertising displays, emblems, Sales Drafts, credit memoranda and other forms supplied to you and not purchased by you or consumed in use will remain the property of MSI, Global and Bank and will be immediately returned to MSI upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered or incurred by MSI, Global and Bank arising out of the failure to return or destroy such materials following termination.

16. General Provisions

A. Entire Agreement This Agreement as amended from time to time, including the Rules and the completed Merchant Application, all of which are incorporated into this Agreement, constitute the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded. This Agreement may be signed in one or more counterparts, all of which, taken together, will constitute one agreement.

B. Governing Law The provisions of this Agreement and the legal relations between the parties arising out of this Agreement will be governed and construed in accordance with the laws of the State of New York. Merchant and Guarantor hereby irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction located in the County of Nassau, State of New York in any action arising out of or relating to this Agreement, and Merchant and Guarantor hereby irrevocably and unconditionally agree that all claims with respect to such action or proceeding may only be heard in a court located in the County of Nassau, State of New York. Merchant and Guarantor hereto irrevocably and unconditionally waive any forum non-conveniens objection that either of them may have to suit arising out of or relating to this Agreement being venued in the County of Nassau, State of New York.

C. Exclusivity During the initial and any renewal term of this Agreement, you will not enter into an agreement with any other entity that provides credit card or debit card processing services similar to those provided by MSI, Global and Bank as contemplated by this Agreement without MSI, Global and Bank's written consent.

D. Construction The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect, and will not be deemed to amend this Agreement. This Agreement may also be executed by facsimile, and facsimile copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals. This Agreement may also be executed by electronic means and you agree that any such electronic document shall be legally binding in the same manner as a written document when the information contained therein is sent or delivered in an electronic record capable of retention by MSI.

E. Assignment This Agreement may be assigned by MSI, Global or Bank but may not be assigned by Merchant directly or by operation of law, without the prior written consent of MSI, Global and Bank. If Merchant nevertheless assigns this Agreement without the consent of MSI, Global and Bank, the Agreement shall be binding upon the assignee. Bank will be informed of any such assignment.

F. Notices Any written notice under this Agreement will be deemed received upon the earlier of: (i) actual receipt or (ii) five calendar days after being deposited in the United States mail, and addressed to the last address shown on the records of the sender.

G. Bankruptcy You will immediately notify MSI, Global and Bank of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals. You will include MSI, Global and Bank on the list and matrix of creditors as filed with the Bankruptcy Court whether or not a claim may exist at the time of filing. Failure to comply with either of these requirements will be cause for immediate termination or any other action available to MSI, Global and Bank under applicable Rules or Law.

H. Attorneys' Fees Merchant will be liable for and will indemnify and reimburse MSI, Global and Bank for all attorneys' fees and other costs and expenses paid or incurred by MSI, Global and Bank or their agents in the enforcement of this Agreement, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement.

I. Amendments MSI or Global will notify you on your monthly statement of any new or increased fees. Except for any fee increases imposed by Visa, MasterCard, or the debit network, you may cancel the Agreement without charge if you object to the fee changes in writing within 30 days. If you do not object, and continue to process for 30 days after receiving notice of the fee change, you will be deemed to assent to the new fees.

J. Severability and Waiver If any provision of this Agreement is illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Neither the failure nor delay by MSI, Global or Bank to exercise, or partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be signed by the waiving party.

K. Independent Contractors MSI, Global, Bank and Merchant will be deemed independent contractors and will not be considered agent, joint venture or partner of the other, except as provided in 6.C and 7.A(ii).

L. Employee Actions You are responsible for your employees' actions while in your employment.

M. Survival Sections 4.A, 4.B, 6, 7, 8, 9, 13.C, 15, 16.B, and 16.H will survive termination of this Agreement.

X _____
(accepted by Merchant Services Inc.)

X _____
(accepted by HSBC Bank USA, National Association)

X _____
(accepted by Global Payments Direct, Inc.)

X _____
(accepted by Concord EFS National Bank.)

Municipality DBA Name: _____

NPS MID#: _____

**A Nationwide Payment Solutions (NPS) Merchant Application/Agreement (and any supporting documents) must accompany this form



MunicipiPAY AGREEMENT.

The following terms and conditions shall serve as an agreement between the Municipality listed above and Nationwide Payment Solutions, 400 Technology Way, Scarborough Maine. Such terms and conditions shall be in addition to but not serve as any replacement to any existing terms of the NPS Merchant Application/ Agreement which Municipality has entered into with Nationwide Payment Solutions.

1. **Software feedback.** Municipality understands that NPS MunicipiPAY is the first gateway released to Municipalities who utilize NPS for electronic payment processing services. For the purpose of evaluation and feedback, Municipality understands that this payment gateway application includes many functional features, but may also include occasional errors of a less serious variety. Municipality further agrees to provide feedback to NPS as to any errors encountered while utilizing the payment gateway and as such, NPS will use this feedback toward the continued development and release of future upgrades of MunicipiPAY. Municipality will benefit by gaining access to future upgrades at no additional charge.

2. **PCI-DSS Security.** The PCI DSS (Payment Card Industry Data Security Standard) is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures as is related to the storage and transmission of cardholder data. This comprehensive standard is intended to help organizations proactively protect customer account data. According to payment brand rules, all merchants are required to comply with the PCI Data Security Standard in its entirety. By using MunicipiPAY, it is further stated that such use does not preclude municipality from such rules, however both MunicipiPAY and Nationwide Payment Solutions meets or exceeds all PCI-DSS guidelines and requirements as well as eliminates any exposure to Municipality from the storage and/or transmission of cardholder holder data from the Municipalities' internal systems. Nationwide Payment Solutions is a certified Level 1 PCI-DSS service provider.

3. **Browser Security handling agreement.** I understand that Nationwide Payment Solutions will issue Municipality a unique browser certificate via CD ROM to verify the identity of the client computer(s) which will access MunicipiPAY. This certificate is required in order to install and utilize MunicipiPAY. Municipality further agrees to be responsible for any damages or losses that result from the misuse, abuse or theft of the browser certificate issued. Municipality agrees to handle the certificate in ONE of the following methods:

- 3a. Destroy the CD Rom after installation (NPS can issue new certificates when needed).
- 3b. Store the CD Rom in a secure location that is only accessible by an authorized employee(s) of the Municipality.

4. **Card holder Convenience Fee.** Municipality understands that NPS has authorized Municipality to accept credit cards at no charge per transaction AND that in order for NPS to provide such a service it requires NPS to charge a "convenience fee" to your cardholders at the time of transaction. It is further agreed that Municipality shall meet all the requirements established by the card associations in order to allow a "convenience fee" to be charged and that if for some reason the transaction will not qualify for a "convenience fee" that NPS may deny/decline such a transaction at the time of sale. Municipality agrees that it has read the rules and understands that in the event NPS receives notice by the card associations of non-compliance of a transaction or payment type (ie. Payment items which do not qualify for card association convenience fees), that NPS shall have the right to deny/decline such transaction types in the future or until which time the card associations allow these transactions. NPS agrees to offer Municipality's cardholders a "competitive" convenience fee based upon the annual processing activity generated from each Municipality. NPS reserves the right to modify the amount of this convenience fee depending upon the costs which NPS incurs to process such transactions, industry trends and/or card association rules. In the event of a change, NPS shall provide Municipality with 30 days notice of such change.

5. **Disclosure & opt out of Convenience Fee.** Municipality understands that a cardholder has a right to "opt out" of a convenience fee transaction at the time of sale. Municipality agrees to disclose to the cardholder(s) the amount of the calculated convenience fee at the time of transaction (NPS MunicipiPAY will calculate this) and give the option for the cardholder to cancel the payment of such transaction and accept another form of payment (cash, checks etc.).

6. **Signed Receipt(s)**

6a. **Face to Face transactions.** Municipality understands that each transaction shall require the cardholder to sign a receipt authorizing both the transaction for the NPS convenience fee AND any other amount to be charged by the municipality associated with the transaction. Municipality agrees to maintain a copy of such receipts in an orderly fashion for a minimum of 18 months per the card association regulations. Municipality further agrees to provide NPS a timely copy of such receipts(s) in the event it is requested.

6b. **Phone transactions.** Municipality understands that each transaction which is processed over the telephone shall require the Municipality to disclose the Third Party Convenience fee being assessed for the completion of the transaction PRIOR to charging the cardholder's credit card via MunicipiPAY. Such disclosure shall give the cardholder the right to "Opt-out" of the transaction per card association rules for use of convenience fees. Municipality agrees to print a MunicipiPAY receipt(s) for such transactions and agrees to write in "Phone Order" on the signature line for both the NPS convenience fee AND Municipality transaction(s). Municipality agrees to maintain a copy of such receipts in an orderly fashion for a minimum of 18 months per the card association regulations. Municipality further agrees to provide NPS a timely copy of such signed receipt(s) in the event it is requested.

6c. **Signed Receipts(s) – Mail in transactions.** Municipality understands that each transaction which is processed via mail shall require the Municipality to utilize an approved "NPS mail-in credit card authorization form" which requires certain language and disclosure of convenience fees. Such form can be obtained from NPS as well as incorporated into Municipality bills/invoices/vouchers. Municipality agrees to maintain a copy of such signed forms in an orderly fashion for a minimum of 36 months per the card association regulations. Municipality further agrees to provide NPS a timely copy of such signed form(s) in the event it is requested.



Municipality DBA Name: _____

NPS MID#: _____

**A Nationwide Payment Solutions (NPS) Merchant Application/Agreement (and any supporting documents) must accompany this form



7. **Card Holder Disputes.** Municipality also agrees that any disputes between Municipality and cardholders relating to the Municipality transaction(s) shall be settled between Municipality and the cardholder. NPS shall assist Municipality in settling such disputes. However, due to card association rules and regulations of funding transactions directly to Municipality via a NPS merchant account, such disputes could result in a cardholder issued "chargeback" to Municipality. Such chargeback(s) can be avoided by settling disputes with the cardholder directly or issuing a refunded transaction. NPS will provide details of such "chargeback" including cardholder name and transaction details. Municipality will also be granted the right to dispute such chargeback(s) per the card association rules and regulations. Such chargeback disputes may require the municipality to provide a copy of the signed credit card receipt. If such dispute is found to be in the favor of the Municipality, funds will be returned to the Municipality immediately (with reporting of such). Municipality will hold no liability nor be debited any chargeback related to that of a convenience fee.

8. **Equipment Use Provision.** NPS will offer Municipality the use of certain hardware related to MunicipiPAY. Such equipment may include USB card readers, high speed thermal printers, loaner terminals and/or pin related devices. Pricing for such equipment shall be disclosed to Municipality prior to the installation of such hardware. Municipality further agrees that any equipment which is provided at no charge (such as USB card readers) shall remain the property of NPS and in the event Municipality no longer utilizes NPS' processing services that such equipment shall be returned to NPS no later than 30 days from end of service. Failure to return such equipment shall result in municipality being assessed a fee for the value of each piece of equipment provided.

9. **Assignment of liability.** NPS will indemnify the municipality with limitations for the provisions listed below related to possible monetary liability incurred by use and acceptance of the NPS merchant processing agreement. Such indemnification(s) shall be limited to actual losses incurred as a direct result of the use of such specific provisions (with limitations) of the NPS merchant processing agreement and no loss shall be greater than the terms of such agreement.

- **7A & 7B & 7D Security Interest, reserve and set off.** In the unlikely event the BANK requires a reserve or security interest for high risk transactions, NPS will assume liability for such security interest or reserve for municipality provided that such transactions were approved by NPS at time of transaction and that such transaction(s) were not the result of any fraud by the municipality or it's employees. NPS reserves the right to "reverse" such transactions to minimize the exposure of such liability. Such provision shall be limited to the municipalities NPS merchant account. If applicable, transactions and/or amounts due related to fraud and if applicable, equipment invoices, misc. gateway fees shall be excluded from this provision.
- **6D & 9B Indemnification.** Any transaction approved which results in a dispute between the municipality and cardholder citizen will be solely the responsibility and liability of the Municipality, HOWEVER, any cardholder citizen disputes related to the convenience fee charged by NPS shall be excluded and be the sole responsibility of NPS to resolve. NPS will indemnify the Municipality of any and all such convenience fee transactions and/or chargebacks for such convenience fees.
- **16 B & H. Jurisdiction & Attorney Fees.** In the unlikely event any legal issues brought against municipality and "Bank" arising out of the NPS merchant agreement limited to the provisions above in section 9 and that such litigation requires a venue to be established outside the state in which municipality is located within, NPS will indemnify and reimburse municipality for the fees to obtain a stand-in council/representative to legally represent them in that venue. This provision shall exclude any litigation as the result of Municipality fraud, failure of compliance of Card Association Rules and/or unresolved cardholder dispute/chargeback for payments collected by Municipality.

By signing below, I have read and understand the terms and conditions above and understand that these terms shall be in addition to my NPS Merchant Application/Agreement, including but not limited to the terms and conditions of such NPS merchant agreement.

x _____
Signature Date

Print Name Title



RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Health Services

DATE: July 24, 2009

- (a) Title of Requested Position: Breastfeeding Peer Aid
- (b) Annual **Base** Salary (and Grade if Applicable): \$23,390.00, Grade 3
- (c) Effective Date for New Position:* August 24, 2009 or as soon as possible in accordance with CSEA posting guidelines
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable): n/a
- (e) Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount: WIC A4013.130 Part Time Salaries; 4013.4403 Revenues, would transfer funds from A4013.410 Supplies to Salaries
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title?: Yes (This is necessary **BEFORE** bringing the request to committees.)
- (g) Is this a mandated position? If so, please explain: Yes, mandated in order to meet contract deliverables for receipt of WIC grant funds
- (h) Is there expected revenue from this position? If so, please explain: 100% funded by WIC Program grant, if funding not available, positions go away

Position to be part time - not more than 20 hours/week, hourly rate, no benefits

WIC Breastfeeding Peer Aid

Title:

Breastfeeding WIC Peer Aid

General Description:

A WIC Breastfeeding Peer Aid is a para professional support person who gives basic breastfeeding information and encouragement to WIC pregnant and breastfeeding mothers.

Qualifications

**Has breastfed at least one baby (does not have to be currently breastfeeding).
Is enthusiastic about breastfeeding and want to help other mothers enjoy a positive breastfeeding experience.
Can work up to 20 hours per week.
Has reliable transportation
Valid NYS Driver's License
Physical condition commensurate with demands of position**

Education:

High School Diploma or GED

Training:

**Attends a series of breastfeeding classes. Breastfed babies are welcomed.
Observes other peer counselors or breastfeeding experts helping mothers breastfeed.
Reads assigned books or materials about breastfeeding.**

Supervision:

The peer aid is supervised by the WIC Program Coordinator

Specific Duties:

- 1. Attends breastfeeding training classes to become a peer counselor.**
- 2. Receives a caseload of WIC mothers and makes routine periodic contacts with all mothers assigned.**
- 3. Gives basic breastfeeding information and support to new mothers, including telling them about benefits of breastfeeding, overcoming common barriers, and getting a good start with breastfeeding. She also helps mothers prevent and handle common breastfeeding concerns.**
- 4. Counsels WIC pregnant and breastfeeding mothers by telephone, home visits, and/or hospital visits at scheduled intervals determined by the local WIC programs.**
- 5. May counsel women in the WIC clinic.**
- 6. Respects each mother by keeping her information strictly confidential.**
- 7. Keeps accurate records of all contacts made with WIC mothers.**

8. Refers mothers according to clinic-established protocols, to:
 - a. WIC nutritionist or breastfeeding coordinator
 - b. Lactation consultant
 - c. Mother's physician or nurse
 - d. Public health programs in the community
 - e. Social service agencies
9. Attends and assists with prenatal classes and breastfeeding support groups.
10. Attends monthly staff meetings and breastfeeding conferences/workshops as appropriate.
11. Reads assigned books and materials on breastfeeding that are provided by the supervisor.
12. May assist WIC staff in promoting breastfeeding peer counseling through special projects and duties assigned.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS*

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

DEPARTMENT NAME: Health Services

DATE: July 24, 2009

- (a) Purpose of Request: To accept the Health Services 2008 Annual Report
- (b) Details: See attached resolution from 2007 report for verbiage
- (c) Previous Resolution Number: 515/2008

Warren County Board of Supervisors

RESOLUTION NO. 515 OF 2008

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

APPROVING WARREN COUNTY HEALTH SERVICES AGENCY EVALUATION OF SERVICES AND ANNUAL REPORT FOR 2007 FOR THE DIVISION OF HOME CARE AND THE DIVISION OF PUBLIC HEALTH - HEALTH SERVICES DEPARTMENT

WHEREAS, the Director of Public Health/Patient Services of the Warren County Health Services Department has submitted an annual evaluation of Services and Annual Report for 2007 for the Division of Home Care and the Division of Public Health to the Warren County Board of Supervisors for approval, now, therefore, be it

RESOLVED, that the Warren County Health Services Evaluation of Services and Annual Report for the year ²⁰⁰⁸~~2007~~, as presented to the Warren County Board of Supervisors be, and hereby is, accepted and approved.

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Health Services Committee (Supervisory Committee) hereby authorizes Cathy Dufour PHN (Employee Name)

to attend ICD-9 CM + OASIS Coding
Back to Basics + Beyond (Name of meeting or organization)

at Hilton Garden Inn, Albany Airport (Address) 900 Albany Shaker Rd. Albany, NY 12211

on Sept 17 + 18, 2009 (Dates) Mode of transportation to be used Health Services Fleet Vehicle (County Vehicle or Mass Transportation)

If the mode of transportation is not a county vehicle or mass transportation, please explain:
employee is choosing to stay overnight but will pay her own lodging

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost.

conference + ex. cost \$438.00

For Overnight Travel

- Room rate \$ N/A GSA* Rate \$ error 36.75
 Meal costs - GSA* per diem rate \$ 36.75 per day

*www.gsa.gov

Date: 7.24.09

Patricia [Signature]
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.

ICD-9-CM & OASIS CODING: BACK TO BASICS AND BEYOND

Thursday, September 17, 2009

Hilton Garden Inn, Albany Airport

900 Albany Shaker Road, Albany, New York 12211

9:00 am - 5:00 pm

* Exam will take place on Friday, September 18, 2009 - see separate registration form

PPS has made ICD-9-CM coding a key element to determine accurate reimbursement and drive quality outcome improvement. With the advent of the revised PPS changes, experts agree that ongoing and specialized home health training to accurately assign diagnosis codes remains critical to reflect the complexity of home care patients and ensure accurate reimbursement. This code conference will provide the fundamentals necessary to achieve national credential status. Ensure your agency coders are recognized for their expertise and experience. Upon completion of this fast paced, interactive code program, participants will be eligible to take the Homecare Coding Specialist Diagnosis (HCS-D) national certification exam.

This program includes a comprehensive overview of ICD-9-CM coding with specific application to the home health industry. Coding mandates, exceptions and best practices will be reviewed in the home health context. Coding inconsistencies and common diagnosis pitfalls as well as tips to reinforce OASIS documentation to substantiate accurate ICD-9-CM coding will be addressed (we will not be reviewing 2010 codes).

Topics to be covered:

1. ICD-9-CM Code Conventions and guidelines, including the ten steps to correct coding and a summary of the 2009 code changes;
2. Critical diagnosis-related billing and coding guidelines including the correct assignment of primary, secondary and case mix items; and
3. Diagnostic coding statements and code sequencing for difficult home care cases, including complex wounds, neoplasms, manifestation and combination codes.

Participants must have an updated 2009 ICD-9-CM Code Manual for this program.

Who Should Attend This Training?

Clinicians as well as non-clinicians involved in the completion of the OASIS assessment, as well as the review and code assignment for home health providers. Participants must have an up-to-date ICD-9-CM Code Manual as well as a blank Start of Care OASIS document. **The exam is based on the 2009 ICD-9-CM Manual.** It is recommended that the participant planning to take the code certification test has at least one year of current home health experience and two years of coding in the home health setting.

PRESENTER

Patricia W. Tulloch, RN, B.S.N., M.S.N., HCS-D is a senior consultant with RBC Limited and a nationally-recognized speaker providing clinical and administrative expertise in the development and implementation of educational programs to enhance agency and clinical outcomes. Her programs on OASIS Standardization, Outcome Enhancement, Data Based Decision-Making and Care Management have been attended by hundreds of clinicians across the country. Trish has spoken at numerous state and national associations regarding OASIS, ICD-9 coding, and outcome achievement. She is often interviewed and quoted as an authority on PPS and OASIS.

HCA REGISTRATION FORM: SEPTEMBER 17, 2009
ICD-9-CM & OASIS CODING: BACK TO BASICS AND BEYOND

Three Ways to Register:

- 1.) Online: www.eventville.com/hcanys (credit card only)
- 2.) Fax: (518) 426-8788 - using the form below
- 3.) Mail: Home Care Association • 194 Washington Ave., Suite 400 • Albany, NY 12210

Upon receipt of the completed registration form, you will receive a confirmation email with directions to the hotel. You must provide us with an email address in order for you to receive confirmation. Please note that a continental breakfast and lunch will be provided. **One registrant per form. Please print clearly or type the information below:**

Name: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____ You must provide an email address, please print clearly.

Registration Fees: Includes the workshop, handout materials, and continental breakfast, lunch and breaks.

Please complete the information below:

- HCA Member Rate per person @ \$329.00
 Non-member Rate per person @ \$399.00

Overnight Rooms are available at the
Hilton Garden Inn for \$129
Call 518-464-6666

Payment Information:

Total Amount Due: \$ _____ . _____ Make all checks payable to: HCA Education & Research, Inc.

Please check method of payment: Check MasterCard VISA AMEX

Card Number: _____ Expiration Date: (month/year) ____ / ____

Name on Card: _____ Authorized Signature: _____

In compliance with the Americans with Disabilities Act, please inform us if you require any special needs, including meals. Refunds will be issued for cancellations made no later than three (3) days prior to the program, less 25% to cover administrative costs. Cancellations of less than three days or "no shows" will forfeit the registration fee.





Home Care Association of New York State (HCANYS)
EXAM REGISTRATION FORM
HOME CARE CODING SPECIALIST (HCS-D)

Register me for the Home Care Coding Specialist - Diagnosis (HCS-D) certification examination September 18, 2009 Albany, NY

_____ I am an HCANYS member. My registration fee is \$229.00

_____ I am not an HCANYS member. The standard registration fee is \$249.00

Register me for the Home Care Coding Specialist - Diagnosis (HCS-D) Recertification examination on September 18, 2009 Albany, NY (**Open to existing HCS-D credential holders due for recertification**)

_____ I am an HCANYS member. My registration fee is \$109.00

_____ I am not an HCANYS member. The standard registration fee is \$129.00

I want to take the HCS-D exam **ONLINE** at my office location after the conference. I understand that I must submit a Proctor Nomination Form and agree to follow the BMSC Individual Proctoring Protocol (IPP). *Forms may be downloaded at: www.medicalspecialtycoding.com.*

CANDIDATE INFORMATION

Name: _____ Title: _____

Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

PAYMENT INFORMATION

Credit Card VISA MC AMEX

Card #: _____ Expiration _____

Cardholder: _____ Signature _____

Check enclosed Payable to Registrar, BMSC (TIN 52-2205881)

Fax (301) 287-2914 • Call (800) 897-4509
 • Mail BMSC, 9737 Washingtonian Blvd., Ste 100, Gaithersburg, MD 20878-7364

Warren County Request to Host Meeting or Conference

Name of Department: Health Services

Name of Meeting/Conference: Annual Warren County

School Nurse Meeting

Date: 8/26/09

Location: Howard Johnson's Lake George

Purpose: _____

Contact Person: (If other than Department Head) P. Auer

Phone No.: Ext 6571

Number of People attending:

8 County Employees clinic nurses + health educator, ADPN

2 State Employees

 Volunteers

25 Others (specify) Warren County School Nurses

Cost to County (please include amounts):

Room rental 0

Food/beverage ~ 400 approx

Supplies 0

Other (specify) 0

Total Cost: per person depends on number of people who actually attend

Dept Head Approval:

Patricia Auer

Signature 7/24/09

Date:

Committee Chairman Approval:

Signature _____

Date _____

RESOLUTION REQUEST FORM NO. 12

Request to Fill Vacant Position*

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

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

DEPARTMENT NAME: Health Services

DATE: July 24, 2009

- (a) Title of Vacant Position to be Filled: Community Health Nurse
- (b) Date position will become vacant: 7/9/09
- (c) Do You Anticipate Filling the Position In-House? No
If Yes, List Employee Number:
- (d) Annual Salary of Position (and Grade if Applicable):* \$41,358, Grade 20
*(This should be the Base Salary for the position if it is being filled by a **new** employee, or the salary, including longevities, for any **existing** employee who is filling the position.
- (e) Effective Date of Filling Position:*
*Please do not backdate unless the purpose is to correct an error. 8/24/09 - as soon as possible after CSEA posting period
- (f) Where are Funds in the Budget for this Position? (List budget code (with title), object code (with title), and amount): A.4010.110 Health Services Full Time Salary
- (g) Does the Vacant Position Show a Salary in the Budget? Yes
- (h) Will Lower Level Position be Vacated as a Result of Filling this Vacancy? No If yes, is there a Request to Fill that Position also?
- (i) If Yes, will it be Filled In-House? n/a
If Yes, List Current Title and Employee No.:
- (j) Salary of Lower Level Position:* n/a
*See notes under Item No. (c) concerning how the salary should be listed.
- (k) Effective Date of Filling Lower Level Position: n/a
- (l) Is this a mandated position? If so, please explain: No, but revenue generating
- (m) Is there expected revenue from this position? Yes If so, please explain: Nursing services are billable

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Health Services
Title of Position Community Health Services
Base salary \$ 41,358
Budget code and title


This position is vacate due to: Retirement Resignation Termination

Employee No. 9617

COMMISSIONER OF ADMINISTRATIVE & FISCAL SERVICES COMPLETES THIS SECTION

Name of Committee Health Services Date 7/24/09

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

Commissioner Signature 

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services Date 7/24/09

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

Ranking Committee Member Signature _____

PERSONNEL COMMITTEE COMPLETES THIS SECTION

Date _____

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

Ranking Committee Member Signature _____

* would request nurse recruited + hired be placed at grade commensurate with experience and education level.

December 2006

Grade 19: 39,666
Grade 20: 41,358
Grade 21: 42,408