

**Warren County Health Services
Health Services Committee Meeting Agenda
January 27, 2011
Information Submitted By: Patricia Auer, DPH/DPS**

Action Agenda/New Business

Request Resolution:

To enter an affiliation agreement with Albany College of Pharmacy and Health Sciences to allow pharmacy students the opportunity for observation experiences in our department.

Rationale:

We provide many services (i.e. immunizations, IVs, medication monitoring of home care patients) that would be of value for pharmacy students to observe and understand. There are no financial implications associated with this endeavor.

Request Resolution:

To approve Patricia Belden, PHN to be receive 50% reimbursement for books and associated course fees upon completion of two courses with a Grade of "C" or better per CSEA contract agreement.

Rationale:

Ms. Belden is in the process of completing her Master's Degree in Public Health. She has a scholarship that pays for tuition so there is no need for reimbursement in that respect. The anticipated amount that will be requested will be approximately \$225.00.

Request Referral to Personnel Committee:

For authorization to backfill a Community Health Nurse Position which is vacant due to a resignation.

Rationale:

This position is funded in the 2011 Warren County Budget. The position is not mandated, but is revenue generating due to the fact that nursing services are billable services. The nurse has resigned to take a job with higher pay. There will be a difference of \$6,556 between the starting salary of a Community Health Nurse at Grade 20, and that of the nurse who has resigned. The flip side is we are losing an experienced nurse.

Request Referral to Personnel Committee:

For consideration of Intent to Fill 20 hour Administrative Assistant position.

Rationale:

Our current full time employee in this position will be retiring on February 25th. This position was reduced to 20 hours per week in the 2011 Budget. Although I am skeptical given the job duties of the position whether this will meet the needs of the department, but we will give it a try. I have had conversation with Paul Dusek, County Administrator regarding this issue as I have proposed funding to increase the position to 30 hours. We agreed we would try the 20 hours and see if it can work before immediately going to 30 hours. Mr. Dusek will comment at the meeting regarding this plan. There is a current Civil Service list of potential candidates.

Request Referral to Personnel Committee:

For consideration to change the Department Table of Organization to reflect the proposed reorganizational changes on the attached sheet. Please see **Attachment #5**

Rationale:

These changes provide a means to meet current needs and establish a longer term plan, without any additional funding needed.

Pending Items/Old Business**Emergency Response and Preparedness Activities:**

Please see the attached activities report. **Attachment #1**

Topics for Discussion/Information**New York State Department of Health Survey Report**

The Division of Home Care (Certified Home Health Care Agency and Long Term Home Health Care Program) received our comprehensive every 3 year survey by 3 individuals from NYSDOH over a 2 week period beginning with the unannounced arrival on January 10, and exiting on January 20. The time frame was a bit longer than usual because there were several days where the surveyors couldn't get here due to the inclement weather. We have yet to receive the written report, but expect it within the next week. All in all, the surveyors seemed pleased with our patient care and overall workings of the agency. We expect to receive several deficiencies, which will be easily correctable, but all in all it went well. Sharon Schaldone in particular did a very commendable job answering all the questions and producing our documentation, as did the nurses who made home visits with the surveyors.

Sharon will provide an overview for the committee at the meeting as to the specifics and will answer any questions from the committee members.

Report of Expenditures, Revenues, Overtime and Per Diem Use

Please see **Attachment #2**

Report of Free and Reduced Fee Care

Please see **Attachment #3**

Tawn Driscoll, Fiscal Manager, will be present at the meeting to answer any questions.

Attachments:

#1 Emergency Preparedness Program Activities

#2 Reports of Expenditures, Revenues, Overtime and Per Diem Use

#3 Report of Free and Reduced Fee Care

#4 Rabies Program Report

#5 Proposed Department Reorganizations

Attachment #5
Proposed Department Reorganizations

Delete:

1 Full Time Community Health Nurse Position – Grade 20
Nurse's Current Salary (Employee #8202) \$52,473

Create:

1 30 Hour Community Health Nurse Position
Grade 20 Base Salary \$42,818 prorated to up to 30 hours = \$32,114
Position would be filled by full time CHN who is experienced and wishes to retire and work part time. This would meet her needs as well as the departments, and the position is revenue generating. She is aware that she would return to base salary and lose her longevity salary.

$\$52,473 - \$32,114 = \$20,359$ plus one full time benefit package savings

Delete:

1 30 hour Early Intervention Service Coordinator - Grade 18
Coordinator's Current Salary (Employee #11542) \$31,736

Create:

1 Full Time Early Intervention Service Coordinator
Grade 18 Base Salary plus longevity would be \$42,316
\$31,736 is already been budgeted for the 30 hour position, so the proposal would be to take the full time benefit package from the full time Community Health Nurse position which will be deleted, and add \$10,580 from the excess funds gained from the deletion of the full time nursing position to make up the difference to fund the Full Time Service Coordinator position. Service Coordination is revenue generating.

Amount of funds left from FTE CHN deletion after creating part time 30 hour CHN position and moving 30 hour Early Intervention Service Coordinator from 30 hours to full time = \$9,770

Full time Administrative Assistant is retiring and the position was decreased to 20 hours per week and budgeted for \$15,115.

Propose:

Increasing the Administrative Assistant position from 20 to 30 hours per week. This would require a total salary of \$22,673, an increase of \$7,558. The position is also eligible for 36% state aid. The additional funding would be taken from the leftover funds from the deletion of the full time CHN position.

$\$9,770 - \$7,558 = \$2,212$.

Propose:

Place \$2,212 remaining from budgeted funds in Preventive Code where it would be eligible for state aide

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2010 AS OF 1/25/2011 2:59:35 PM

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

EXPENSES	2010 BUDGETED	2010 YTD ACTUAL	2009 Prior Year Totals
Salaries - Regular	\$3,041,284.79	\$2,865,914.61	\$2,972,776.51
Salaries - Overtime	\$158,108.20	\$137,667.52	\$181,571.28
Salaries - Part Time	\$371,634.22	\$238,086.33	\$268,308.45
Salaries - Sick Leave Incentive	\$1,200.00	\$1,200.00	\$800.00
100's PERSONAL SERVICES	\$3,572,227.21	\$3,242,868.46	\$3,423,456.24
200's EQUIPMENT	\$87,750.00	\$71,725.66	\$3,430.29
400's CONTRACTUAL	\$10,479,633.00	\$6,158,189.07	\$9,547,634.62
800's EMPLOYEE BENEFITS	\$38,845.00	\$43,512.27	\$59,899.69
TOTALS	\$14,178,455.21	\$9,516,295.45	\$13,034,420.84

REVENUES	2010 BUDGETED	2010 YTD ACTUAL	2009 Prior Year Totals
	\$13,234,527.00	\$8,295,793.24	\$11,688,704.48

Note: The numbers above do not reflect all of 2010 year end revenues and expenses, however does reflect totals as of 1/25/11.
 *An accrual of \$341,782 has been made related to the November 2010 Revenues for CHHA, LTC and MCH Programs.
 We are currently working on closing December Billings for the CHHA, LTC and MCH Programs for year end.
 * Other revenue accruals that were made are WIC \$553,791 for October and November, CSHCN Grant \$9,295, EI Grant \$18,161, Preschool Batches \$4,600.54 and EI State Batches for \$16,311.02.
 * Also to note, revenues for Preschool billings from July to December 2010 will be calculated and accrued approximately by March 2011.
 This usually brings over 1million in revenues for the Preschool Program.
 *The state still as not allowed us to bill Medicaid for Preschool services from July 2009 to current. Therefore both 2009 and 2010 revenues are understated.
 We still anticipate to be able to start to retro bill for Preschool Medicaid by February 2011.

Warren County Health Services
 Salaries Comparison

2009 vs 2010
 as of 12/31/10 for 26.21 payrolls

Total of All Depts	YTD 2010	YTD 2009	YTD 10v09	% Change	Total Budget 2010	Total Actual 2009
Regular Salaries	\$2,865,914.61	\$2,972,776.51	-\$106,861.90	-3.59%	\$3,041,284.79	\$2,972,776.51
Overtime Salaries	\$137,667.52	\$181,571.28	-\$43,903.76	-24.18%	\$158,108.20	\$181,571.28
Part Time Salaries	\$238,086.33	\$268,308.45	-\$30,222.12	-11.26%	\$371,634.22	\$268,308.45
Sick Leave Incentive	\$1,200.00	\$800.00	\$400.00	0.00%	\$1,200.00	\$800.00
TOTALS for 26 Pay periods	\$3,242,868.46	\$3,423,456.24	-\$180,587.78	-5.28%	\$3,572,227.21	\$3,423,456.24

*Source: Detail GIL report for all Salary Category from 11/XX-12/31/XX
 Payroll reflects 26.21 payrolls.
 Note: Payroll reflects the annual 3% increase in union salaries for 2010.

Under 2010 budget \$329,358.75

Attachment #3

Free and Reduced Fee Care
01-12 / 2009

Free Care- \$54,680.00

Home care services in both CHHA/LTC and Public Health.

Reduced Care - \$3,716.00

Reduced home care in the CHHA

Total: \$58,396.00

Free and Reduced Care

01 & 02 / 2010

Free Care - \$10,850.00

Home care services for CHHA & LTC

Reduced Care - 0 \$

08/2010

Free Care - \$5,204.00

Reduced Care - \$0

Free and Reduced Care

03/2010

Free Care - \$6,150.00

Reduced Care - 0

09/2010

Free Care - \$ 7,130.00

Reduced Care - 0

Free and Reduced Care

04/2010

Free Care - \$7,260.00

Reduced Care - 0

10/2010

Free Care - \$7,260.00

Reduced Care - 0

Free and Reduced Care

05/2010

Free Care - \$7,990.00

Reduced Care - 0

11/2010

Free Care - \$8,990.00

Reduced Care - 0

Free and Reduced Care

06/2010

Free Care - \$8,540.00

Reduced Care - 0

12/2010

Free Care - \$7,699.00

Reduced Care - 0

Free and Reduced Care

07/2010

Free Care - \$8,454.00

Reduced Care - 0

TOTAL --- \$83,617.00 Jan. -- Dec., 2010

**Warren County Public Health
Rabies Program
October-December 2010**

Town	Not Vaccinated			Vaccinated			Out of Town			Stray		
	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets
Bolton												
Chester		1		2							1	
Glens Falls		1			4			4		1		
Hague	1											
Horicon												
Johnsburg	1			2							1	
Lake George					5							
Lake Luzerne					2							
Queensbury	1	2			8			1		1		
Stony Creek												
Thurman					2							
Warrensburg		1										
Totals	3	5		4	21			5		2	2	

Bites Reported by Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2010	16	7	20	24	21	19	15	37	17	18	17	7	218

Attachment #4

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: January 27, 2011

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To enter into an affiliation agreement with Albany College of Pharmacy and Health Sciences to allow pharmacy students the opportunity for an observation experience in the Health Services Department.
- (c) Name of Contractor: Albany College of Pharmacy and Health Sciences
- (d) Address of Contractor: 106 New Scotland Avenue, Albany, NY 12208
- (e) Contractor's Contact Person and Telephone Number: Diana Foster, 694-7277, email: dianafoster@acphs.edu
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 3/1/11
- (h) Termination Date of Contract: Per terms of agreement approved by county attorney
- (i) Payment Provisions: n/a
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: n/a

CLINICAL AFFILIATION AGREEMENT

Between

ALBANY COLLEGE OF PHARMACY AND HEALTH SCIENCES (“ACPHS”)

with its principal place of business located at 106 New Scotland Ave, Albany, NY 12208
and

_____ (“Clinical Affiliate”)

with its principal place of business located at _____

Effective as of _____, (Effective Date)

Whereas ACPHS has a structured experiential program in the health sciences, hereafter the Program, and as part of the Program students are required to have supervised practical experience and training in the subject matter of the Program, hereafter a Practicum. This Agreement sets forth the terms and conditions under which students enrolled at ACPHS will complete their Practicum at the Clinical Affiliate.

1 ACPHS shall:

- 1.1 Develop, administer, and operate the Program and provide guidelines for accomplishing Practicum.
- 1.2 Assign students to the Clinical Affiliate who are acceptable to the Clinical Affiliate. The number of students assigned to the Clinical Affiliate will be set by agreement between ACPHS and the Clinical Affiliate, for each semester, not less than 60 days prior to the start of the semester.
- 1.3 Provide the name of each student assigned by ACPHS to the Practicum at least four (4) weeks prior to the arrival of such student at the Clinical Affiliate. In addition, ACPHS shall provide such additional information regarding each such student or instructor as may be reasonably requested by the Clinical Affiliate.
- 1.4 Send to the Clinical Affiliate only students who are in good health and have vaccination requirements as documented by the health status examination within one year of their Practicum dates and vaccination certificates. All documentation will be maintained by ACPHS and be available to the Clinical Affiliate for review.
- 1.5 Ensure that students understand and respect the confidential nature of patient-specific data that is available to them and to the extent applicable, on universal precautions and the transmission of blood-borne pathogens.

1.6 Require Students to comply with all policies and procedures of the Clinical Affiliate, including the need to maintain the confidentiality and security of patient health information as well as the confidentiality of Clinical Affiliate's other confidential and proprietary information including but not limited to referring physicians, vendors and payers, and to secure required immunizations prior to commencing participation.

1.7 Require each Student to enter into a written agreement in the form annexed hereto as Exhibit A, entitled "Student Consent and FERPA Form."

1.8 Cooperate in any inquiry or investigation by the Clinical Affiliate relating to the activities of a Student.

2 The Clinical Affiliate shall:

2.1 Administer, staff and operate the Clinical Affiliate and maintain standards of, and supervise patient care at the Clinical Affiliate, if applicable. The Clinical Affiliate retains sole discretion for and remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

2.2 Designate Clinical Affiliate personnel as "Preceptors" who will carry out the Practicum at the Clinical Affiliate. ACPHS faculty may also serve as Preceptors, with Clinical Affiliate's advance approval. Preceptors will provide supervision of the student in the Practicum in accordance with Program requirements.

2.3 Provide orientation for students and ACPHS faculty on the policies and procedures of the Clinical Affiliate.

2.4 Permit assigned students and ACPHS faculty as appropriate access to the Clinical Affiliate's site pursuant to prearranged scheduling.

2.5 Provide Program experiences that meet course objectives as determined by ACPHS.

2.6 Preceptors shall (a) document any observations they may have from time to time regarding the performance of students, and forward those notes to ACPHS; and (b) at a time requested by ACPHS, provide information and comments about students to ACPHS, based on criteria provided by ACPHS.

2.7 Provide or assist with securing the provision of emergency medical care to the students and faculty who may become ill or may be injured while on duty at the Clinical Affiliate site, at the student's or faculty member's expense. Reports of each serious illness or accident shall be

sent to ACPHS. With the exception of emergency care, the students will provide their own medical coverage.

3. The Clinical Affiliate may:

3.1 Reject any particular proposed student assignment, or terminate any student assignment, at any time, for any lawful reason.

3.2 Notify the Program Director of any unusual situation or behavior involving the students or faculty member wherein safety of any person is threatened or whereby the cooperative intent of this agreement is jeopardized and have the authority to remove the student from the Clinical Affiliate site when deemed necessary by the Preceptor or Administration of the Clinical Affiliate site.

4 The Clinical Affiliate and ACPHS shall:

4.1 Jointly evaluate the students participating in the Practicum as follows:

4.1.1 Preceptors and Faculty members in the course of their supervision of students will make anecdotal notes whenever appropriate and file the same with the Program Director to provide adequate basis for their evaluation.

4.1.2 Provide the student with formal written evaluations, jointly prepared by ACPHS faculty and Preceptors, which the students must acknowledge by signature, at least once within each rotation period.

4.1.3 Evaluate student performance so as to optimize fairness and consistency. Individual evaluations shall be based on established criteria by a consensus of all Preceptors and ACPHS faculty involved with the Student.

4.2 Representatives of ACPHS and the Clinical Affiliate will communicate periodically to assess this affiliation and the Practicum. This Agreement may be amended at any time by mutual consent in writing.

4.3 The parties agree to comply in all respects with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and not to discriminate in the provision of services under this agreement on the basis of race, religion, creed, color, age, national origin, sex, disability, marital status, sexual orientation, genetic predisposition, source of payment or other protected classification.

5 FERPA. Students assigned to the Program have given written consent that ACPHS and the

Clinical Affiliate may provide to each other educational records of the student. The Clinical Affiliate acknowledges that records relating to or concerning the Program are educational records within the meaning of the Family Educational and Privacy Rights Act (FERPA) codified in 20 U.S.C. § 1232g, and the Clinical Affiliate shall not disclose such records except to ACPHS or in strict compliance with the provisions of FERPA and upon prior notice to the student and to ACPHS.

6 HIPAA. The parties acknowledge and agree to comply with the requirements of the Health Insurance Portability and Accountability Act. Each student participating in the Practicum shall be provided and execute the Notice annexed hereto as Exhibit B, entitled "Student HIPAA Consent".

7 ACPHS and Clinical Affiliate are Independent Contractors.

7.1 Preceptors shall be honorary Adjunct Experiential Faculty. Their status will be reviewed annually. Preceptors shall not be compensated by ACPHS, except that the Clinical Affiliate will receive a voucher for use by staff of the Clinical Affiliate for Continuing Education and other services as per voucher policy provided by Albany College of Pharmacy and Health Sciences. Vouchers will be issued at the conclusion of the semester during which the rotation occurred. Each voucher will have an expiration date 12 months from the date of issue.

7.2 ACPHS, its faculty, or its students who participate in the Practicum shall not receive any compensation from the Clinical Affiliate relating to the activities described in this Agreement

7.3 The Clinical Affiliate, and its Preceptors, agents, students, servants, employees, directors and trustees are not and shall not be considered employees of ACPHS, and ACPHS, and its faculty, agents, students, servants, employees, directors and trustees are not and shall not be considered employees of the Clinical Affiliate.

7.4 The Clinical Affiliate and ACPHS shall at all times be deemed and act as independent contractors and shall perform their tasks and duties consistently with such status, and neither party nor their agents, students, servants, employees, directors or trustees will make claim or demand for any right or privilege applicable to an agent, student, servant, employee, director or trustee of the other, including but not limited to, Worker's Compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits.

7.5 Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties.

8 Student Conduct.

8.1 Students assigned by ACPHS to the Practicum shall abide by the rules and regulations of the Clinical Affiliate and all policies procedures and By-Laws of the Clinical Affiliate and Medical staff while participating in the Practicum.

8.2 Students shall maintain the confidentiality of all information concerning patients at the Clinical Affiliate, if applicable, as well as Clinical Affiliate's other confidential and proprietary information.

8.3 ACPHS, at its discretion, may remove any student from the Practicum and, ACPHS, at the written request of the Clinical Affiliate, shall remove any student from participation in the Practicum for any violation. In addition, the Clinical Affiliate may in its sole discretion and at anytime, order any student participating in the Practicum to leave the Clinical Affiliate's premises if they pose a risk to patients, employees, physicians, servants, agents, independent contractors, directors or Board members of Clinical Affiliate.

9 **Incidents.** ACPHS and the Clinical Affiliate will mutually cooperate fully in the reporting and investigation of incidents occurring at the Clinical Affiliate in accordance with New York State Department of Health regulations, ACPHS policies and Clinical Affiliate policies as appropriate.

10 **Indemnification.** Notwithstanding that joint or concurrent liability is imposed on the Parties hereto by statute, law, ordinance, rule, order or regulation, each party hereto shall defend and indemnify the other, and their agents, students, servants, employees, directors and trustees against any claim, judgment, liability or expense of any nature caused by the negligence, act or omission of said party, its agents, students, servants, employees, directors or trustees in the performance of said party's obligations under this agreement, to the fullest extent permitted by law, except to the extent caused by the indemnified party's negligence, or the negligence of the indemnified party's agents, students, servants, employees, directors or trustees.

11 **Insurance.** ACPHS shall take out and maintain or cause to be maintained, without interruption throughout the life of the Agreement, and unless said policy insures for occurrences during the policy period, notwithstanding that a claim may be filed after termination of coverage, for a period of three

years after the termination of this agreement, unless an endorsement is obtained covering occurrences during the policy period for claims made after the termination of the policy:

11.1 Comprehensive General Liability Insurance, as will protect the said party, and its agents, students, servants, employees, directors and trustees from claims for personal injury and/or property damage which may arise from the performance of the activities contemplated by this Agreement. For all major divisions of coverage, including: Premises-Operations, Broad Form Property Damage, Contractual Liability, Colleges and Schools Health Care Students.

11.2 Professional Liability Insurance for itself and its agents, servants and employees, and students and interns.

11.3 Worker's Compensation Insurance, as required by law.

11.4 Employer's Liability Insurance.

11.5 All other insurance which it may be required to provide pursuant to law.

11.6 Such insurance shall be written for not less than the limits of liability specified in the Schedule Insurance Limits appended hereto as Exhibit C, or required by law, whichever coverage is greater.

Term/ Termination: This Agreement is effective as of the Effective Date above set forth and the initial term will end on the following September 1st. It will automatically renew for subsequent one-year terms, unless terminated by either party upon 180 days prior written notice. If the Agreement is terminated, students then participating in the clinical experience shall be allowed to complete the experience, subject to the terms and conditions of this Agreement.

ALBANY COLLEGE OF PHARMACY AND
HEALTH SCIENCES

CLINICAL AFFILIATE

By _____

By _____

Mehdi Boroujerdi, Ph.D.

Print Name _____

Dean and Professor

Title: _____

Date _____

Date _____

EXHIBIT C

Albany College of Pharmacy and Health Sciences

Schedule of Insurance Limits

Comprehensive General Liability Insurance: \$1,000,000 each occurrence and \$3,000,000 in the aggregate

Professional Liability Insurance: \$1,000,000 each occurrence and \$2,000,000 in the aggregate



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LB

DATE (MM/DD/YYYY)

01/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rose and Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061		518-244-4245 518-244-4262	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: ALBAN-6
INSURED Albany College of Pharmacy & Health Sciences 106 New Scotland Avenue Albany, NY 12208		INSURER(S) AFFORDING COVERAGE INSURER A: United Educators Ins - Risk INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 124	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CGL201000132300	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73528664	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		GLX201000132300	07/01/10	07/01/11	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		LPL201000132300	07/01/10	07/01/11	Each Occ 1,000,000 Gen Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All operations usual and incidental to the business of the Named Insured.

CERTIFICATE HOLDER WARRE03 Warren County Health Services 1340 State Route 9 Lake George, NY 12845	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STUDENT CONSENT and FERPA FORM

Albany College of Pharmacy and Health Sciences, hereafter ACPHS, has a structured curriculum in _____, hereafter the Program, and as part of the Program students are required to have supervised practical experience and training in the subject matter of the Program, hereafter a Practicum. I desire to participate in the Practicum, and understand that I will be assigned to several different sites, hereafter referred to as Clinical Affiliate(s).

I ACKNOWLEDGE AND AGREE AS FOLLOWS:

I understand and will respect the confidential nature of patient-specific data that is available to me.

I am aware and will follow all universal precautions and the transmission of blood-borne pathogens.

I will comply with all policies and procedures of each Clinical Affiliate, including the need to maintain the confidentiality and security of patient health information and the confidentiality of any other confidential or proprietary information of Clinical Affiliate.

I understand and acknowledge I am not an employee of any of the Clinical Affiliates for any purpose; and that I will not be compensated for activities at any of the Clinical Affiliates.

FERPA (Family Educational Rights and Privacy Act, which establishes requirements regarding the privacy of student records):

I understand that in order for me to participate in the Practicum, it is necessary for ACPHS and each Clinical Affiliate to each have access and to share my health records and educational records. I understand that this release will include any and all health records and educational records that either ACPHS or any of the clinical Affiliates may possess, including the following kinds of records to the extent that they exist or are created during the Practicum:

- All information contained in my file including academic transcripts;
- Academic test results;
- Performance evaluation(s);
- Letters of recommendation;
- Disciplinary Information;
- Medication History;
- Medical History;
- Assessment Information;
- Diagnosis;
- Treatment Recommendations;
- Treatment Progress; Results of Psychological Testing;
- Progress Notes;
- Discharge Summary;
- Drug Screen Results;
- Psychiatric Evaluation;
- Criminal or other Background Check Results
- Other _____

I understand that this information may be transmitted by mail, in person, electronically or verbally.

THIS AUTHORIZATION WILL REMAIN IN EFFECT SO LONG AS I AM ENROLLED AT ACPHS UNLESS WITHDRAWN. I understand that this authorization may be withdrawn by me at any time in writing except to the extent that action has been taken, but that thereafter I will no longer be able to participate in the Practicum. I further understand that the confidentiality requirements of this authorization will survive the withdrawal of this authorization and my separation from the Practicum.

Student:

PRINT NAME

SIGNATURE OF STUDENT

DATE

ACPHS Staff:

PRINTED NAME OF STAFF PERSON FACILITATING REQUEST

SIGNATURE OF STAFF PERSON FACILITATING REQUEST

DATE

Student HIPAA Consent

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Albany College of Pharmacy and Health Sciences, hereafter ACPHS, has a structured curriculum in _____, hereafter the Program, and as part of the Program students are required to have supervised practical experience and training in the subject matter of the Program, hereafter a Practicum. You desire to participate in the Practicum, and understand that you will be assigned to several different sites, hereafter referred to as Clinical Affiliate(s).

ACPHS and each Clinical Affiliate are required by law, including the provisions of the Health Insurance Portability and Accountability Act (HIPAA), to maintain the privacy of protected health information; to provide you with notice of their legal duties and privacy practices with respect to protected health information; and to abide by the terms of this notice. This notice is effective on the date that you sign this consent.

Protected health information means individually identifiable health information. ACPHS and each Clinical Affiliate anticipate that during the course of this Program, ACPHS and the Clinical Affiliate may obtain health information which is identifiable with you.

To the extent that such information is obtained it will only be used as follows:

- To assure that you have the required vaccinations and that there are no health issues which would prevent you from participating in the Practicum; and
- For purposes of treatment in the event of a need by you for treatment.

In addition, protected health information may be disclosed in accordance with federal or state statutory or regulatory requirements.

Other uses and disclosures of your protected health information will be made only with your further written authorization, which you may decline to give or which you may revoke, except to the extent that ACPHS and any Clinical Affiliate have taken action in reliance on this consent or a subsequent consent or authorization. Information used or disclosed pursuant to the authorization may be subject to redisclosure by the recipient and no longer be protected.

Further you also have the following rights with respect to protected health information which may be exercised by a writing directed to the attention of

- The right to revoke this consent;
- The right to request restrictions on certain uses and disclosures of protected health information, but neither ACPHS nor a Clinical Affiliate are required to agree to a requested restriction;
- The right to receive confidential communications of protected health information by alternative means or at alternative locations;
- The right to inspect and copy protected health information;
- The right to amend protected health information, unless the information is accurate and complete; and
- The right to receive an accounting of disclosures of protected health information.

You may complain to Gerald H Katzman, Esq. of Albany College of Pharmacy and Health Sciences and to the Secretary of the United States Department of Health and Human Services, if you believe that your privacy rights have been violated. You will not be retaliated against for filing a complaint.

For further information concerning your privacy rights contact: Gerald H. Katzman, Esq., General Counsel, Albany College of Pharmacy and Health Sciences, 106 New Scotland Ave., Albany, NY 12208-3492, Phone 518.694.7298 Fax 518.694.7341

Student:

PRINT NAME

SIGNATURE OF STUDENT

DATE

ACPHS Staff:

PRINTED NAME OF STAFF PERSON FACILITATING REQUEST

SIGNATURE OF STAFF PERSON FACILITATING REQUEST

DATE

EXHIBIT B

Patricia Belden

My Academics  

- summary
- activity
- charges due by term
- pending aid by term

Charges Due By Term

Following is a Running Totals summary by due date of the charges and deposits that you owe. Review the Details by Charge table to see the specific charges.

Summary of Charges by Due Date		
Find View All	First  1 of 1  Last	
Due Date	Due Amount	Running Total
01/15/2011	2,395.06	2,395.06
		First  1 of 1  Last

Currency used is US Dollar.

View By 

Details by Charge			
Find View All	First  1-7 of 7  Last		
Charge	Due Date	Term	Amount
University Fee	multiple	Spring 2011	5.10
Graduate Organization Fee	multiple	Spring 2011	11.00
Student-Alumni Partnership	multiple	Spring 2011	20.00
Comprehensive Service Fee	multiple	Spring 2011	264.96
Tuition (In-state)	multiple	Spring 2011	2,094.00
			2,395.06
			2,395.06
		First  1-7 of 7  Last	

Currency used is US Dollar.

- Summary
- Activity
- Charges Due By Term
- Pending Aid By Term

My Academics  

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Health Services
Title of Position Community Health Nurse Base salary 42,818
Budget code and title A4010 * 110 Regular Full Time Salaries Long Term Home Health Care Program
This position is vacated due to: Retirement Resignation Termination Promotion Other

Employee No. 11238
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other %
Impact to Budget: Percentages vary depending upon patient billing source
Revenue generating position - pays for itself

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services Date 1/27/11
 The Administrator has no objection to the filling of the vacancy.
 The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature]

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services Date 1/27/11
 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 [Signature]

PERSONNEL COMMITTEE COMPLETES THIS SECTION

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

Ranking Committee Member Signature _____

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department Health Services

Title of Position Administrative Asst. Base salary GR 8 30,230

Budget code and title 4015-110-130 part time

This position is vacated due to: Retirement Resignation Termination Promotion

Other New employee Full Time Position deleted and made jobs in 2011 Budget

Employee No. to be hired in 2011 Budget

Is this position mandated? Yes No Is the position reimbursable? Yes No

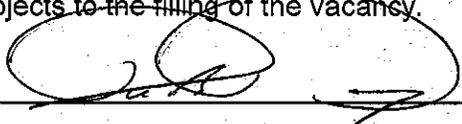
Source of reimbursement: Federal State 36% Other 36%

Impact to Budget: 15,115 - 5441 state aid = 9674

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services Date 1/27/11

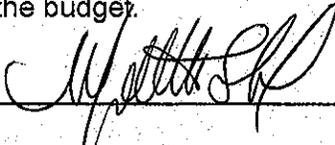
- The Administrator has no objection to the filling of the vacancy.
- The Administrator objects to the filling of the vacancy.

Administrator Signature 

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services Date 1/27/11

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

Ranking Committee Member Signature 

PERSONNEL COMMITTEE COMPLETES THIS SECTION

Date _____

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

Ranking Committee Member Signature _____

RESOLUTION REQUEST FORM NO. 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: January 27, 2011

- (a) Purpose of Request: to amend department Table of Organization to reflect proposed reorganization per attached sheet
- (b) Details: Date for reorganization will be available for 2/10/11 Personnel Committee meeting
- (c) Previous Resolution Number: n/a

Attachment #5
Proposed Department Reorganizations

Delete:

1 Full Time Community Health Nurse Position – Grade 20
Nurse's Current Salary (Employee #8202) \$52,473

Create:

1 30 Hour Community Health Nurse Position
Grade 20 Base Salary \$42,818 prorated to up to 30 hours = \$32,114
Position would be filled by full time CHN who is experienced and wishes to retire and work part time. This would meet her needs as well as the departments, and the position is revenue generating. She is aware that she would return to base salary and lose her longevity salary.

$\$52,473 - \$32,114 = \$20,359$ plus one full time benefit package savings

Delete:

1 30 hour Early Intervention Service Coordinator - Grade 18
Coordinator's Current Salary (Employee #11542) \$31,736

Create:

1 Full Time Early Intervention Service Coordinator
Grade 18 Base Salary plus longevity would be \$42,316
\$31,736 is already been budgeted for the 30 hour position, so the proposal would be to take the full time benefit package from the full time Community Health Nurse position which will be deleted, and add \$10,580 from the excess funds gained from the deletion of the full time nursing position to make up the difference to fund the Full Time Service Coordinator position. Service Coordination is revenue generating.

Amount of funds left from FTE CHN deletion after creating part time 30 hour CHN position and moving 30 hour Early Intervention Service Coordinator from 30 hours to full time = \$9,770

Full time Administrative Assistant is retiring and the position was decreased to 20 hours per week and budgeted for \$15,115.

Propose:

Increasing the Administrative Assistant position from 20 to 30 hours per week. This would require a total salary of \$22,673, an increase of \$7,558. The position is also eligible for 36% state aid. The additional funding would be taken from the leftover funds from the deletion of the full time CHN position.

$\$9,770 - \$7,558 = \$2,212$.

Propose:

Place \$2,212 remaining from budgeted funds in Preventive Code where it would be eligible for state aide