Warren County Health Services
Health Services Committee Meeting
July 22, 2011
Additional Agenda Item

Request Resolution:
To amend the contract agreement with Fidelis Care New York to include the provision of Personal Care Aide Services.

Rationale:
Under the current agreement this service is not included, and therefore not reimbursable. Fidelis offers a managed care plan for Medicaid enrollees, therefore making it necessary to include in our agreement. The services are reimbursed at our Medicaid rates which are set by New York State.

Warren County Health Services
Health Services Committee Meeting
July 22, 2011
Information Submitted By: Patricia Auer, DPH/DPS

Action Agenda/New Business

Request Committee Approval:
To allow Tammie DeLorenzo, Clinical and Fiscal Informatics Coordinator to attend the Home Care Association of New York State's Senior and Financial Managers Retreat in New Paltz, New York on September 13, and 14, 2011.
Rationale:
The cost for the two day conference that includes meals is $389.00. Tammie is choosing to drive her own vehicle and receive no mileage reimbursement. She will be reimbursed for Thruway tolls only upon submission of her receipt . Given the current fiscal times in home care, this is an important conference, and we do have funds in our department budget to cover the cost.

Request Resolution:
To authorize at contract agreement with Mary Jane Huntley to provide Physical Therapy Services.
Rationale:
Physical Therapy services are reimbursable visits.

Request Resolution:
To award the Transportation Bid for the Preschool and Early Intervention Programs to the lowest bidder, Stansky Transportation Corporation.
Rationale:
There were two bidders for this one year contract, with the option to renew for two additional one year periods without rebidding if both parties agree. Stansky Transportation was the lowest bidder with $42.50 per child per day, and $120.00 per child per day for a child requiring a vehicle with a wheel chair lift. Blueline Commuter came in at $57.50 per child per day, and $84.50 per day for a wheel chair lift. Since we have had no children in wheel chairs requiring a wheelchair lift for a number of years and the difference in the price per child per day was so much lower with Stansky, after consultation with Julie Pacyna, Warren County Purchasing Agent, we feel it is reasonable to recommend the contract be awarded to them. A copy of the bid tabulation sheet will be submitted to be kept on file with the minutes of the meeting.

Pending Items/Old Business

Request Resolution:
To accept the 2010 Annual Report for Warren County Health Services.
Rationale:
As you recall this report was distributed at the June meeting for review, and needs to be accepted by Resolution per New York States Department of Health guidelines. Although I have not received any calls during the past month, if any members have questions, we will be happy to answer them.

Topics for Discussion/Information

Warrensburg WIC Clinic
We will be moving the clinic location from the Warrensburg Town Hall to the Cornell Cooperative Extension Building in Warrensburg. The Cornell Board has agreed to allow the WIC Program to use the site without charge. New York State Department of Health has visited and approved the space. I have discussed this plan with County Administrator/Attorney, Paul Dusek and Warrensburg Town Supervisor, Kevin Geraghty and both are in agreement with this plan. We are grateful to Cornell Cooperative Extension and are hopeful that WIC clients may learn about and take advantage of Cooperative Extensions program opportunities.

Emergency Response and Preparedness Activities:
Please see **Attachment #1**

Report of Expenditures, Revenues, Overtime and Per Diem Use
Please see **Attachment #2**

Report of Free and Reduced Fee Care
Please see Attachment #3

Report of Rabies Program
Please see **Attachment #4**

Attachments:
#1 Emergency Preparedness Activities
#2 Reports of Expenditures, Revenues, Overtime and Per Diem Use
#3 Report of Free and Reduced Fee Care
#4 Report of Rabies Program

BT ACTIVITY SHEET
GY 11 - 8/10/2010 - 8/9/2011
Page 1
Topic Color Codes
Red/Chempack; Green/SNS; Blue/Mass Fatality; Black/Training; Orange/Drill; Purple/Pan Flu

Date	Type	Subject/Comments	Attendees	Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu
7/2011	Preparations	for September "Preparedness Month"	Laura Saffer	
7/11/11	Webinar	Community Based Care (for special needs populations)	Laura Saffer	
7/13/11	Conference	Social Marketing Conference (Albany Marriott)	Laura Saffer	
7/14/11	Webinar	ServNY	Barb Orton, Laura Saffer, Angela Meade	
7/19/11	Meeting	Mass Fatality	Barb Orton, Laura Saffer et.al	Mass Fatality
7/20/11	Tabletop	Monthly GFH - Extreme Weather Event	Barb Orton	
7/26/11	Conf Call/Webinar	L-1 ERP Plan	Barb Orton, Laura Saffer, Angela Meade	
7/28/11	Meeting	Quarterly ERP Committee	Barb Orton, et.al	

Attachment #1

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2011 AS OF 7/19/2011 6:43:15 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	2011 BUDGETED	2011 YTD ACTUAL	2010 Prior Year Totals
Salaries - Regular	$2,910,953.74	$1,440,456.64	$2,861,559.18
Salaries - Overtime	$157,500.00	$60,015.03	$137,667.52
Salaries - Part Time	$328,704.56	$109,902.35	$238,194.55
Salaries - Sick Leave Incentive			$1,200.00
100's PERSONAL SERVICES	$3,397,158.30	$1,610,374.02	$3,238,621.25
200's EQUIPMENT	$71,457.75	$14,755.57	$72,543.64
400's CONTRACTUAL	$10,245,780.08	$2,863,016.03	$7,960,554.03
800's EMPLOYEE BENEFITS	$1,389,281.89	$729,309.71	$35,015.66
TOTALS	$15,103,678.02	$5,217,455.33	$11,306,734.58

REVENUES	2011 BUDGETED	2011 YTD ACTUAL	2010 Prior Year Totals
	$12,541,659.00	$4,044,840.52	$10,735,536.33

Note: We have accrued above $706,468 in revenue for the School Year 2010/2011 for AVL#2 for the Preschool Program. This will be submitted by month end. We are currently working on finalizing the June 2011 billing for CHHA, MCH and LTC.

Warren County Health Services
Salaries Comparison
2010 vs 2011
as of 7/3/11 Payroll date ending

Total of All Depts	YTD 2011	YTD 2010	YTD 11v10	% Change	Total Budget 2011	Total Actual 2010
Regular Salaries	$1,440,456.64	$1,453,138.57	-$12,681.93	-0.87%	$2,910,953.74	$2,861,559.18
Overtime Salaries	$60,015.03	$80,373.57	-$20,358.54	-25.33%	$157,500.00	$137,667.52
Part Time Salaries	$109,902.35	$117,163.38	-$7,261.03	-6.20%	$328,704.56	$238,194.55
Sick Leave Incentive	$0.00	$0.00	$0.00	0.00%	$0.00	$1,200.00
TOTALS	$1,610,374.02	$1,650,675.52	-$40,301.50	-2.44%	$3,397,158.30	$3,238,621.25

*Source: Detail G/L report for all Salary Category from 1/1/XX-7/3/XX

Note: Payroll reflects the annual 3% increase in union salaries for 2011.

WARREN COUNTY HEALTH SERVICES

HOME CARE DIVISION

FREE AND REDUCED FEE CARE

Quarter 1 2011

Jan. – Feb. – Mar.

Free Care - $17,760.00 Reduced Care - 0

Quarter II 2011

April – May – June

Free Care - $20,819.00 Reduced Care - 0

Total 2011

Free Care - $38,570.00 Reduced Care – 0

This amount is $1,400.00 less than the same time period in 2010.

Attachment #3

Warren County Public Health
Rabies Program
APRIL- JUNE 2011

	Not Vaccinated			Vaccinated			Out of Town			Stray		
Town	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets	Cats	Dogs	Ferret
Bolton					1							
Chester		1			1							
Glens Falls	1	4		4				2			1	
Hague												
Horicon												
Johnsburg		1										
Lake George		1		1	6							
Lake Luzerne			horse		1							
Queensbury		2		2	15					3	2	
Stony Creek												
Thurman					1							
Warrensburg				1	2			1				
Totals	1	9	1	8	27			3		3	3	

Bites Reported by Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2011	12	10	20	18	22	15							97

RABIES CLINICS 2011

August 6	Brant Lake Fire House	10-12N
August 13	Queensbury Community Center	10-12N
August 27	North Creek Fire House	10-12N

Attachment #4

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: July 22, 2011

(a) Purpose of Contract Change: To amend the contract agreement with Fidelis Care New York to include the provision of Personal Care Services

(b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: On File

(c) Name of Contractor: New York State Catholic Health Plan d/b/a Fidelis Care New York

(d) Address of Contractor: 95-25 Queens Blvd. Rego Park, NY 11374

(e) Contractor's Contact Person and Telephone Number:
Pam Keough - Contract Management Representative
Phone - 716-564-6073 Fax - 716-564-3645

(f) Commencement Date of Amendment: August 22, 2011

(g) Termination Date of Extension: Per terms of current agreement

(h) Payment Provisions: Per visit, per individual patient encounter

i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly billing, quarterly, upon completion of the project, etc.

(i) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:
Long Term Home Health Care A 4016 1602 - Revenue

Dear Tawn,

We want to thank you for your interest in participating with Fidelis in this exciting new opportunity. We are looking forward to working with you and New York State in expanding access to quality, affordable care for those individuals most in need of long term care services. These services you are providing under various programs will provide enrollees with important services that we hope will allow them to remain safely in their homes and communities for as long as possible, and avoid institutional care.

Attached below is the Amendment that will allow us to move forward in our efforts to serve this important population. Please print two copies, sign in the areas indicated and return both copies to my attention at 40 John Glenn Drive, Amherst, NY 14228. Please do not complete the date on page one of the agreement, as this will be completed by Fidelis. Once counterexecuted by Fidelis, one original will be returned to you for your files.

Please note Appendix B regarding Lobbying, which will require a signature. Please return with all documents.

Please also include a copy of your NYS DOH published final rates when you return your documents, both for your CHHA services and Long Term Care services.

We appreciate your cooperation and look forward to working with you to meet the community health care needs of those individuals requiring long term care services.

Sincerely,

Pam Keough
Contract Management Representative
ph 716-564-6073
fx 716-564-3645

(See attached file: Amendment.pdf)

AMENDMENT TO THE ANCILLARY AGREEMENT

THIS AMENDMENT TO THE PROVIDER AGREEMENT dated this _____ day of _____ 2011, by and between **NEW YORK STATE CATHOLIC HEALTH PLAN, INC.**, doing business as **FIDELIS CARE NEW YORK**, a New York not-for-profit corporation certified as a prepaid health services plan pursuant to Article 44 of the New York State Public Health Law, and including its affiliates and subsidiaries (hereinafter collectively referred to as, the "**Plan**"), and **WARREN COUNTY HEALTH SERVICES** (hereinafter, "**Provider**").

WHEREAS, Plan and Provider have heretofore entered into a certain Provider Agreement dated March 16, 2001 (the "**Agreement**") pursuant to which Provider became obligated to provide services to Enrollees (as defined in the Agreement); and

WHEREAS, Provider currently participates in Plan's various managed care Programs; and

WHEREAS, Plan and Provider wish to amend certain sections of said Agreement to add the provision of Personal Care Services,

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree that the Agreement shall be, and is hereby, amended as follows:

1. Section 1.5 is hereby deleted in its entirety and replaced with the following language:

   "1.5. **Health Care Services**" shall mean those Medically Necessary hospital, medical and other health care services, including Personal Care Services, covered under and all services otherwise authorized under the terms of the applicable Program Contract and, where applicable, the Member Agreement, to which an Enrollee is entitled pursuant to such Program Contract and/or Member Agreement, including all attachments, exhibits, schedules and appendices thereto. In no event shall the meaning of "Health Care Services" include those benefits covered under the applicable Program but not provided or arranged for by Plan pursuant to the applicable Program Contract, including without limitation, family planning services.

2. A new section 1.17 is hereby added as follows:

   "1.17. **Personal Care Services**" shall mean those services set forth in **Schedule 1.2** of this Agreement.

3. Section 2.1.1 is hereby deleted in its entirety and replaced with the following language:

   "2.1.1 General. Provider shall provide Ancillary Services and Personal Care Services to Enrollees. All Ancillary Services and Personal Care Services shall be provided in accordance with (i) this Agreement, (ii) the applicable Program Contract, and (iii) Plan rules, policies and procedures, including without limitation, those set forth in the Provider Manual (collectively, for the purposes of this Section 2.1.1, the "Policies and Procedures"). Provider shall comply fully with and abide by all Policies and Procedures established by Plan,

including without limitation, those pertaining to quality improvement, quality management, utilization management (including without limitation, precertification or preauthorization procedures, referral process or protocol, and reporting of clinical Encounter Data), Enrollee grievances and credentialing. Plan shall provide any such Policy and Procedure to Provider prior to the implementation date for such Policy and Procedure. Provider agrees to be bound by and comply with all terms and conditions of the Program Contract applicable to the provision of Ancillary Services and Personal Care Services by Provider as if Provider was a party to such Program Contract. Program Contracts will be made available by Plan to Provider upon request. If there are any inconsistencies between the terms of this Agreement and any Program Contract, the Program Contract shall control over this Agreement."

4. Section 5.2.1 is hereby deleted in its entirety and replaced with the following language:

"5.2.1 Provider shall accept, as full and complete payment for Health Care Services rendered to Enrollees, a payment in accordance with the rates, terms and conditions set forth in and **Schedule 5.2** and **Schedule 1.2.** Provider hereby understands and agrees that the rates shall be established, and may be modified by Plan from time to time, in accordance with applicable laws and regulations."

5. A new **Schedule 1.14** attached to this Amendment is hereby added to the Agreement.

6. A new **Schedule 1.2** attached to this Amendment is hereby added to the Agreement.

7. A new **Schedule 5.2** attached to this Amendment is hereby added to the Agreement.

8. The New York State Department of Health Standard Clauses for Managed Care Provider/IPA Contracts dated March 1, 2011, attached to this agreement as Appendix A2, are expressly incorporated into this Agreement and are binding upon the parties to this Agreement. In the event of any inconsistent or contrary language between the "Standard Clauses", and any other part of the Agreement including but not limited to addendums, appendices, amendments and exhibits, the provisions of the "Standard Clauses" shall prevail.

9. Submission of Electronic Claims and Acceptance of Information through Electronic Medium. Provider agrees to submit claims for services rendered to enrollees and to accept enrollee rosters, remittance advices and other Plan communications electronically through a medium designated by the Plan.

10. This Amendment shall terminate upon the termination of the Agreement under the same terms and conditions specified herein.

11. All other terms and conditions of the Agreement, except as amended herein, shall remain the same and are hereby ratified and confirmed.

12. This Amendment to the Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties here have signed this AMENDMENT to become effective on the date referenced above.

WARREN COUNTY HEALTH SERVICES	**NEW YORK STATE CATHOLIC HEALTH PLAN, INC. d/b/a Fidelis Care New York**
Provider (Please Print)	95-25 Queens Boulevard Rego Park, New York 11374
1340 State Route 9	By: David P. Thomas
Address	
Lake George, NY 12845	Its: Senior Vice President & Chief Administrative Officer
City, State, Zip Code	
Entity Tax ID#: 146002576	Date:
Entity NPI#: 1649496522	Signature:
Name:	
(Please Print)	
Title:	
Date:	
Signature:	

SCHEDULE 1.14

IDENTIFICATION OF THE PROGRAMS AND PROGRAM CONTRACTS

Program: Medicaid Managed Care program.

Program Contract: The contract for the provision of Medicaid managed care services entered into by and between New York State Catholic Health Plan, Inc., and the New York State Department of Health, including all attachments thereto.

Program: Child Health Plus program.

Program Contract: The contract for the provision of managed care services under the New York State Child Health Plus program entered into by and between New York State Catholic Health Plan, Inc., and the New York State Department of Health including all attachments thereto.

Program: Family Health Plus program.

Program Contract: The contract for the provision of managed care services under the New York State Family Health Plus program entered into by and between New York State Catholic Health Plan, Inc., and the New York State Department of Health including all attachments thereto.

Program : Medicare Advantage program.

Program Contract: The contract for the provision of Medicare Advantage services entered into by and between New York State Catholic Health Plan, Inc., and Center for Medicare and Medicaid Services, including all attachments thereto.

Program: Managed Long Term Care program

Program Contract: The contract for the provision of managed long term care services entered into by and between the New York State Catholic Health Plan, d/b/a Fidelis Care New York, and the New York State Department of Health including all attachments thereto.

Plan may amend this schedule to include additional Programs from time to time. Provider agrees that Provider will participate in all new Programs for which Provider is qualified as determined by Plan. Provider's participation in any new Program will be effective upon thirty (30) calendar days notice of Plan's amendment of this Schedule 1.14.

SCHEDULE 1.2

PERSONAL CARE SERVICES

Provider will provide to Enrollees, pursuant to the terms and conditions of this Agreement and the applicable Program Contract, the following Personal Care Services:

Home Care Services

- Personal care services shall be provided by persons with the title of homemaker, homemaker-home health aide, home health aide, or personal care aide
- Level I (environmental and nutritional) personal functions may be provided by persons with the title of housekeeper

Nursing
Physical Therapy
Occupational Therapy
Speech Therapy
Respiratory Therapy
Nutritionist
Medical Social Work

Provider must have criteria for the selection of all persons providing personal care services, and must ensure that all persons are appropriately trained and licensed to provide such service. Provider shall ensure administrative and nursing supervision of all persons providing Personal Care Services, as required by Plan, to ensure that Enrollees' needs are being met. Provider shall ensure that each person performing Personal Care Services, other than household functions, completes all training programs required and approved by the Department of Health. Provider shall ensure that it assigns appropriate staff to provide Personal Care Services to Enrollees according to Plan's authorization policies and procedures for the level, amounts, frequency and duration of Personal Care Services to be provided. Administrative supervision includes the following activities: (a) receiving initial referrals from Plan, including its authorization for the level, amount, frequency and duration of personal care services to be provided; (b) notifying the MCO when the Agency providing services accepts or rejects a patient; and (c) when accepted, the arrangements made for providing personal care service; or when rejected, the reason for such rejection.

Provider must promptly notify Plan when Provider is unable to maintain case coverage. Provider shall provider personal care services in accordance with the standards and requirements of 18 NYCRR 505.14 and all applicable Department of Health directives.

Provider shall permit Plan to monitor and audit the delivery of Personal Care Services provided pursuant to this Agreement, utilizing the following criteria: evaluation of Provider's ability to deliver Personal Care Services, including the extent to which trained personnel are available to provide such services; comparison of Provider's performance with the performance standards specified by Plan; review of Provider's fiscal practices.

Provider agrees that it shall not substitute another agency or subcontract with any individual or organization to provide Personal Care Services to Enrollees unless Provider has obtained Plan's prior written approval to such substitution. Provider shall comply with the requirements of the Criminal History Record Check Program (10 NYCRR Part 402). Provider further agrees to comply with all local "living wage" laws and to pay all Personnel who are covered by such "living wage" law an amount equal to or greater than the mandated "living wage".

SCHEDULE 5.2

ANCILLARY SERVICES REIMBURSEMENT

Programs: Medicaid Managed Care, Child Health Plus, Family Health Plus Rates, Managed Long Term Care & Medicare Advantage

Home Health Services will be reimbursed according to the rates listed below*. For those services listed as "Prevailing Medicaid", the Prevailing Medicaid fee schedule will be that which is applicable upon execution of this agreement. Notice of updates to prevailing schedule will be responsibility of Provider. Provider will notify Plan of changes to prevailing published rates, via certified or registered mail. Only those published rates that are listed as "Final" will be updated. The effective date of the new rates will be no longer than 10 business days after receipt of notification from Provider.

HCPCS	Description	Rates
S9123	Nursing Care, in the home, per diem	Prevailing Medicaid
S9122	Home Health Aide, in the home, per hour	Prevailing Medicaid
T1001	Nursing Assessment, per diem	Prevailing Medicaid
T1019	Personal Care Services, Level I, per 15 min	Prevailing Medicaid
T1020	Personal Care Services, Level II, per 15 min	Prevailing Medicaid
S9131	Physical Therapy, in the home, per diem	Prevailing Medicaid
S9128	Speech Therapy, in the home, per diem	Prevailing Medicaid
S9129	Occupational Therapy, in the home, per diem	Prevailing Medicaid
G0238	Respiratory Therapy, in the home, per 15 min	Prevailing Medicaid
S9127	Medical Social Worker, in the home, per diem	Prevailing Medicaid
S9470	Nutritionist, in the home, per diem	Prevailing Medicaid
Q3014GT	Telehealth, Installation	$50.00
T1014GT	Telehealth, Daily Monitoring, Tier II	$10.19 per day

*Not all services are covered under all Programs.

PERSONAL CARE SERVICES REIMBURSEMENT

Plan will reimburse Provider for Personal Care Services on a fee for service basis, so long as such service was requested and approved by Plan in writing. All reimbursements will be in accordance with the published New York State Medicaid fee-for-service hourly rates applicable in Providers Service Area. Published New York State Rates will be updated by Plan upon notification from Provider via certified or registered mail. The effective date to be 30 days after notification is received from Provider."

Nursing Assessment...HCPCS CODE T1001
Nursing supervision must include evaluation of the patient's needs to determine the level, amount, frequency and duration of personal care services

Personal Care Services - Level I... HCPCS CODE T1019
Personal Care Services Level I (PCS-I) are physician ordered environmental and nutritional support services necessary to maintain the patient in his/her home, when no family member or other persons are available or able to assist. Performance of household tasks must be related to medical need and essential to the patient's health and comfort in the home. Such functions may include, but need not be limited to:

- assistance with preparing and serving meals,
- making and changing beds,
- washing dishes,
- cleaning the kitchen,
- dusting and vacuuming rooms the patient uses,
- caring for the patient's laundry,
- shopping for essential supplies, and
- performing other pertinent functions in accordance with the patient's approved plan of care.

Personal Care Services - Level II... HCPCS CODE T1020
Personal Care Services Level II (PCS-II) are services provided when, in addition to household tasks, the physician orders assistance with basic personal care, such as:

- bathing,
- grooming,
- bathroom and/or bedpan routines,
- walking,
- transferring from bed to chair or wheelchair, and
- assistance with medications ordinarily self-administered on physician's orders.

Services must be submitted to Plan electronically or on a claim form in a HIPAA compliant format, that is mutually acceptable to Provider and Plan.

APPENDIX A2

NEW YORK STATE DEPARTMENT OF HEALTH
STANDARD CLAUSES
FOR MANAGED CARE PROVIDER/IPA CONTRACTS

March 1, 2011

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter "the Agreement" or "this Agreement") the parties agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA, or between an IPA and an IPA, such clauses must be included in IPA contracts with providers, and providers must agree to such clauses.

A. DEFINITIONS FOR PURPOSES OF THIS APPENDIX

"Managed Care Organization" or " MCO" shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer, or which do provide or offer, a comprehensive health services plan.

"Independent Practice Association" or "IPA" shall mean an entity formed for the limited purpose of arranging by contract for the delivery or provision of health services by individuals, entities and facilities licensed or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment, by which arrangements such health care providers and suppliers will provide their services in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. "IPA" may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

"Provider" shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of health care services which are licensed, registered and/or certified as required by applicable federal and state law.

B. GENERAL TERMS AND CONDITIONS

1. This Agreement is subject to the approval of the New York State Department of Health and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by the Department of Health, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403(6) (e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.

2. Any material amendment to this Agreement is subject to the prior approval of the Department of Health, and any such amendment shall be submitted for approval at least thirty (30) days, or ninety (90) days if the amendment adds or materially changes a risk

sharing arrangement that is subject to Department of Health review, in advance of anticipated execution. To the extent the MCO provides and arranges for the provision of comprehensive health care services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH or New York City, as may be required by the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH.

3. Assignment of an agreement between an MCO and (1) an IPA, (2) institutional network provider, or (3) medical group provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA and (1) an institutional provider or (2) medical group provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner of Health.

4. The Provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, or DOH or SID guidelines or policies and (b) has provided to the Provider at least thirty (30) days in advance of implementation, including but not limited to:
   - quality improvement/management;
   - utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical encounter data;
   - member grievances; and
   - provider credentialing.

5. The Provider or, if the Agreement is between the MCO and an IPA, or between an IPA and an IPA, the IPA agrees, and shall require its providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.

6. If the Provider is a primary care practitioner, the Provider agrees to provide for twenty-four (24) hour coverage and back up coverage when the Provider is unavailable. The Provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.

7. The MCO or IPA which is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA's own acts or omissions, by indemnification or otherwise, to a provider.

8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the Laws of 1996) Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007 and Chapter 237 of the Laws of 2009 with all amendments thereto.

9. To the extent the MCO enrolls individuals covered by the Medical Assistance and/or Family Health Plus programs, this Agreement incorporates the pertinent MCO obligations under the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the

Family Health Plus contract between the MCO and DOH as if set forth fully herein, including:

a. the MCO will monitor the performance of the Provider or IPA under the Agreement, and will terminate the Agreement and/or impose other sanctions, if the Provider's or IPA's performance does not satisfy standards set forth in the Medicaid managed care and/or Family Health Plus contracts;

b. the Provider or IPA agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH, and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA's performance; and

c. The Provider or IPA agrees to be bound by the confidentiality requirements set forth in the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH.

d. The MCO and the Provider or IPA agree that a woman's enrollment in the MCO's Medicaid managed care or Family Health Plus product is sufficient to provide services to her newborn, unless the newborn is excluded from enrollment in Medicaid managed care or the MCO does not offer a Medicaid managed care product in the mother's county of fiscal responsibility.

e. The MCO shall not impose obligations and duties on the Provider or IPA that are inconsistent with the Medicaid managed care and/or Family Health Plus contracts, or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services.

f. The Provider or IPA agrees to provide medical records to the MCO for purposes of determining newborn eligibility for Supplemental Security Income where the mother is a member of the MCO and for quality purposes at no cost to the MCO.

g. The Provider or IPA agrees , pursuant to 31 U.S.C. § 1352 and CFR Part 93, that no Federally appropriated funds have been paid or will be paid to any person by or on behalf of the Provider/IPA for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Provider or IPA agrees to complete and submit the "Certification Regarding Lobbying," Appendix B attached hereto and incorporated herein, if this Agreement exceeds $100,000.
If any funds other than Federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the award of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, or the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds $100,000 the Provider or IPA shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

h. The Provider agrees to disclose to MCO on an ongoing basis, any managing employee that has been convicted of a misdemeanor or felony related to the person's involvement in any program under Medicare, Medicaid or a Title XX services program (Block grant programs)

i. The Provider agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE) and excluded individuals posted by the OMIG on its Website.

j. The Provider agrees to disclose to MCO complete ownership, control, and relationship information.

k. Provider agrees to obtain for MCO ownership information from any subcontractor with whom the provider has had a business transaction totaling more than $25,000, during the 12 month period ending on the date of the request made by SDOH, OMIG or DHHS. The information requested shall be provided to MCO within 35 days of such request.

10. The parties to this Agreement agree to comply with all applicable requirements of the Federal Americans with Disabilities Act.

11. The Provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply with all applicable requirements of the Health Insurance Portability and Accountability Act; the HIV confidentiality requirements of Article 27-F of the Public Health Law and Mental Hygiene Law § 33.13.

C. PAYMENT / RISK ARRANGEMENTS

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA, insolvency of the MCO or IPA, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract or Family Health Plus contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health or the City of New York for Covered Services within the Medicaid Managed Care Benefit Package as set forth in the Agreement between the MCO and the New York State Department of Health. In the case of Family Health Plus, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health for Covered Services within the Family Health Plus Benefit Package, as set forth in the Agreement between the MCO and the New York State Department of

Health. This provision shall not prohibit the provider, unless the MCO is a managed long term care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to a covered person provided that Provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of services covered by the MCO, and/or Provider is uncertain as to whether a service is covered, the Provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason, and shall supersede any oral or written agreement now existing or hereafter entered into between Provider and enrollee or person acting on his or her behalf.

2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the Provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the provider. However, with respect to enrollees eligible for medical assistance, or participating in Child Health Plus or Family Health Plus, the Provider shall maintain and make available to the MCO records reflecting COB proceeds collected by the Provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.

3. If the Provider is a health care professional licensed, registered or certified under Title 8 of the Education Law, the MCO or the IPA must provide notice to the Provider at least ninety (90) days prior to the effective date of any adverse reimbursement arrangement as required by Public Health Law § 4406-c(5-c). Adverse reimbursement change shall mean a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. This provision does not apply if the reimbursement change is required by law, regulation or applicable regulatory authority; is required as a result of changes in fee schedules, reimbursement methodology or payment policies established by the American Medical Association current procedural terminology (CPT) codes, reporting guidelines and conventions; or such change is expressly provided for under the terms of this Agreement by the inclusion or reference to a specific fee or fee schedule, reimbursement methodology or payment policy indexing scheme.

4. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR § 422.208, and 42 CFR § 422.210 into any contracts between the contracting entity (provider, IPA, hospital, etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.

5. The parties agree that a claim for home health care services following an inpatient hospital stay cannot be denied on the basis of medical necessity or a lack of prior authorization while a utilization review determination is pending if all necessary information was provided before a member's inpatient hospital discharge, consistent with Public Health Law § 4903.

D. RECORDS ACCESS

1. Pursuant to appropriate consent/authorization by the enrollee, the Provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO (and IPA if applicable), for purposes including preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements ("QARR")), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Manager analysis and recovery of overpayments due to fraud and abuse. The Provider will also make enrollee medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Provider shall provide copies of such records to DOH at no cost. The Provider (or IPA if applicable) expressly acknowledges that he/she/it shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.

2. When such records pertain to Medicaid or Family Health Plus reimbursable services the Provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.

3. The parties agree that medical records shall be retained for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after majority or six (6) years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.

4. The MCO and the Provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the Provider will obtain consent from enrollees at the time service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA or to third parties. If the Agreement is between an MCO and an IPA, or between an IPA and an IPA, the IPA agrees to require the providers with which it contracts to agree as provided above. If the Agreement is between an IPA and a provider, the Provider agrees to obtain consent from the enrollee if the enrollee has not previously signed consent for disclosure of medical records.

E. TERMINATION AND TRANSITION

1. Termination or non-renewal of an agreement between an MCO and an IPA, institutional network provider, or medical group Provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA and an institutional Provider or medical group Provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless

otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination, by the MCO may be effected on less than 45 days notice provided the MCO demonstrates to DOH's satisfaction prior to termination that circumstances exist which threaten imminent harm to enrollees or which result in Provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.

2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-renewal, and an opportunity for a review as required by state law. The MCO shall provide the health care professional 60 days notice of its decision to not renew this Agreement.

3. If this Agreement is between an MCO and an IPA, and the Agreement does not provide for automatic assignment of the IPA's Provider contracts to the MCO upon termination of the MCO/IPA contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA's providers agree, that the IPA providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever first occurs. This provision shall survive termination of this Agreement regardless of the reason for the termination.

4. Continuation of Treatment. The Provider agrees that in the event of MCO or IPA insolvency or termination of this contract for any reason, the Provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the subscriber contract, Medicaid Managed Care contract, or Family Health Plus contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. For purposes of this clause, the term "provider" shall include the IPA and the IPA's contracted providers if this Agreement is between the MCO and an IPA. This provision shall survive termination of this Agreement.

5. Notwithstanding any other provision herein, to the extent that the Provider is providing health care services to enrollees under the Medicaid Program and/or Family Health Plus, the MCO or IPA retains the option to immediately terminate the Agreement when the Provider has been terminated or suspended from the Medicaid Program.

6. In the event of termination of this Agreement, the Provider agrees, and, where applicable, the IPA agrees to require all participating providers of its network to assist in the orderly transfer of enrollees to another provider.

F. ARBITRATION

1. To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation, and copies of all decisions.

G. IPA-SPECIFIC PROVISIONS

1. Any reference to IPA quality assurance (QA) activities within this Agreement is limited to the IPA's analysis of utilization patterns and quality of care on its own behalf and as a service to its contract providers.

APPENDIX B
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of the Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds $100,000, the Provider shall complete and submit Standard Form-LLL "Disclosure Form to Reporting Lobby," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into submission of this certification is a prerequisite for making or entering into this transaction pursuant to U.S.C. Section 1352. The failure to file the required certification shall subject the violator to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DATE: _____

TITLE: _____

ORGANIZATION: _____

NAME: (Please Print) _____

SIGNATURE: _____

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance Select one: ____	a. bid/offer/application b. initial award c. post-award Select one: ____	a. initial filing b. material change Select one: ____ For material change only: Year ____ Quarter ____ Date of last report ____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee,
Prime ____ Subawardee ____ Tier ____ *,if known:* Congressional District, *if known:* ____	Address ____ City ____ State ____ Zip code ____ Congressional District, *if known:* ____
6. Federal Department/Agency:	7. Federal Program Name/Description:
____	____ CFDA Number, *if applicable*: ____
8. Federal Action Number, *if known*:	9. Award Amount, *if known*:
____	$ ____
10. a. Name and Address of Lobbying Registrant	10. b. Individuals Performing Services *(including address if different from No. 10a)*
(if individual, last name, first name, MI) Address ____ City ____ State ____ Zip code ____	*(last name, first name, MI)* Address ____ City ____ State ____ Zip code ____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature ____
Print/Type Name ____
Title ____
Telephone No.: ____ Date:

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g. "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Warren County Health Services

Current Medicaid rates
(What they pay us)

LTC:
SN- 123.74
PT- 87.74
OT- 74.92
RT- 81.20
MSW- 78.01
NUT/RD- 78.81
HHA- 33.86
PCA- 31.89

CHHA:
SN- 127.48
PT- 86.85
OT- 84.53
ST- 91.78
HHA- 37.20

WHAT WE CHARGE:
SN- 170.00
PT, OT, RT, NUT/RD- 110.00
ST- 120.00
HHA, PCA- 50.00
Telehealth- 10.00/day

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 (Supervisory Committee) hereby authorizes Tammie Belcamp (Employee Name)
to attend Home Care Association of New York State Senior and Financial Managers Retreat (Name of meeting or organization)
at Mohonk Mountain House - New Paltz, New York (Address)
on September 13-14, 2011 (Dates) Mode of transportation to be used employee chooses to drive own vehicle ~~no mileage~~ (County Vehicle or Mass Transportation)

Fiscal and Information Coordinator

reimbursed

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

Proper documentation must be attached when submitting for approval.
(Please check documents attached)
☐ Notice of meeting or convention including cost.

For Overnight Travel

☐ Room rate $ N/A GSA* Rate $ ___
☐ Meal costs - GSA*per diem rate $ ___ conference cost is $385 and includes meals
*www.gsa.gov

employee to be reimbursed for total

Date: 7/22/11 Patricia Huver
Department Head Signature

Date: 7/22/11
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.

Senior and Financial Managers Retreat

September 13 – 14, 2011
Mohonk Mountain House
New Paltz, NY

The registration fee of $289 for HCA members includes two days of expert speakers and handout materials, plus breaks, a reception and lunch on the final day that is not included with your room package. (This rate is $100 less than 2010!). Potential members are also welcome at the rate of $389 per person.

REGISTRANT INFORMATION – Please register by September 1

Name: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Phone: _____ Ext. _____ Fax: _____

Email: _____
(Required)

REGISTRATION FEE

Member Fee $289 Non-Member Fee $389

PAYMENT - Please check method of payment:

_____ Check* _____ MasterCard _____ VISA _____ American Express

*Make checks payable to: **HCA Education and Research and mail to 194 Washington Avenue, Suite 400, Albany, NY 12210.**

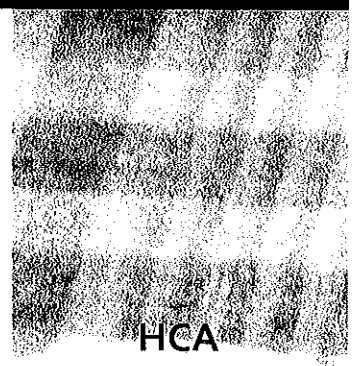
_____ _____
Card Number Expiration Date

_____
Name on Card

_____
Authorized Signature

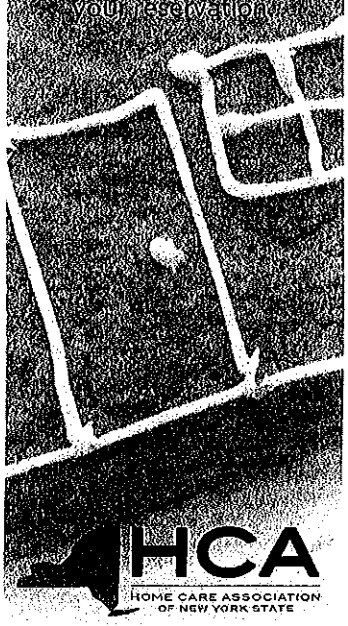
Special Needs
In accordance with the Americans with Disabilities Act, or special dietary needs, please let us know how we can accommodate you: _____

Online registration is now open at ***www.eventville.com/hcanys*** .



HCA Cancellation Policy

HCA registration cancellations received by August 31, are refundable less a 25% administrative fee. No refunds will be issued after this date. Cancellations must be received in writing via e-mail to info@hcanys.org. Substitutions are permitted. Please note Mohonk's cancellation policy when making your reservation.



HCA

HOME CARE ASSOCIATION OF NEW YORK STATE

Senior and Financial Managers Retreat

AVOID THE BITE:

Tips, Tools and Strategies to Enhance Your Organization's Outcomes During Financially Challenging Times

September 13 and 14, 2011

Mohonk Mountain House

New Paltz, NY

Senior and Financial Managers Retreat

Mohonk Mountain House
New Paltz, NY

Join your peers at HCA's **Senior and Financial Managers Retreat** on **September 13 and 14** at the majestic Mohonk Mountain House in New Paltz. This premier educational event is designed for CEOs, CFOs and other administrators who want to advance their understanding of the latest challenges and opportunities that affect a home care organization's bottom line, from both reimbursement and regulatory angles.

With the recent passage of this year's final 2011-12 State Budget and its various home care cuts and other actions as well as related reimbursement issues that affect the fiscal management of every home care operation in New York State, agency fiscal experts will need to make sure they fully understand the far-reaching implications of federal and state changes by receiving vital updates and practical guidance to continue to be successful and "avoid the bite" of fiscal and regulatory challenges.

The Senior and Financial Managers Retreat is the perfect time to network with your colleagues and tap into the expertise of industry experts and policymakers on home care finance, health care law, third party liability billing, federal reform and more while taking in the beauty of the Catskill Mountains.

Thanks to our event sponsors!

Sandata Technologies

Bestcare, Inc

Jewish Home Lifecare
Community Services

Physicians' Reciprocal Insurers

Wilson Elser
Wilson Elser Moskowitz Edelman & Dicker LLP

MJHS
Caring every minute, every day.

HCA
Home Care Association of New York State

The Agenda

Tuesday, September 13

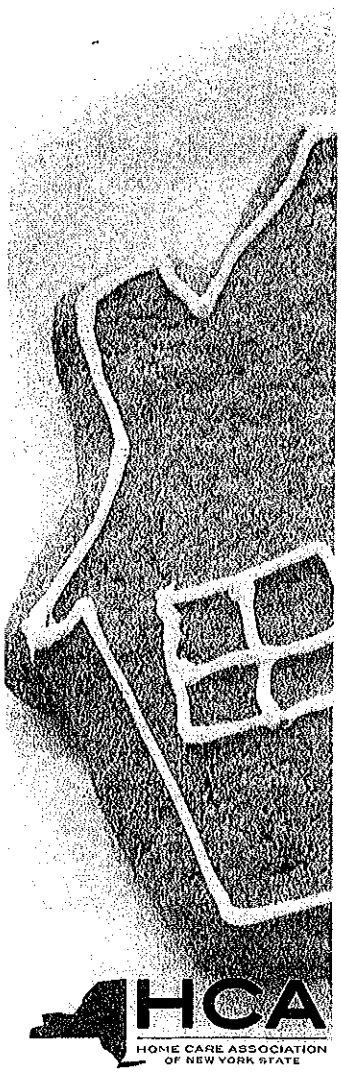
9:00am Registration opens

9:45am Welcome

10:00am

Sifting through the State Budget Changes for Home Care

Big changes are on the horizon for home health care as a result of the final state budget cuts, amid reforms and new regulations at the federal level and other recent developments. HCA's policy team will provide the latest update on the financial front, and provide an overview of new steps that have been taken as well as next steps in the process to ensure the sustainability of New York home care services.



11:00am – 12:30pm

Medicaid Rate Setting – Gathering All the Ingredients

Getting a full handle on the multiple pathways of Medicaid rate reporting, authorization, and payment is no simple task. To help you see how all of the pieces fit together in ways that affect your agency's long term fiscal planning, HCA has invited a top decision maker on rates from the state Department of Health (DOH) to discuss the Department's priorities for the coming year along with a slate of other reimbursement issues currently confronting home care providers.

Timothy Casey, Bureau of Long Term Care Reimbursement

12:30pm – 1:30pm Lunch

1:30 – 3:00pm

Understanding the Recipe of Third Party Liability Billing

Navigating the complexity of Third Party Liability (TPL) billing is one of the most challenging fiscal and operational tasks for home care providers. While the federal government has authorized a three-year extension to the TPL Demonstration Project, ongoing questions about TPL billing still remain. At this can't-miss session, representatives from the state Office of the Medicaid Inspector General (OMIG) and its TPL billing contractor, the University of Massachusetts, will provide updates and guidance on the TPL Demonstration Project and upcoming next steps.

Jeffrey Flora and Sondra Rennick, Office of the Medicaid Inspector General
Jennifer Kasper and Erin Devaney, University of Massachusetts

HCA
HOME CARE ASSOCIATION OF NEW YORK STATE

Attire

Please dress business casual for the meeting. Jackets are required for men in the main dining room. Resort wear is acceptable for all other dining venues. We encourage you to bring a jacket or sweater to the meeting, as room temperatures comforts vary, and sturdy walking shoes for navigating trails and surrounding buildings.

The Agenda... *continued*

3:00pm – 4:30pm

Mergers, Acquisitions, Collaborations, and More – What's The Best Recipe for Your Organization

Under an increasingly difficult reimbursement climate, many agencies are finding it increasingly difficult to survive. Yet they provide their communities with valuable services, so they should not go quietly into the night. Explore how agencies can deploy merger and acquisition strategies or partnerships to create stronger, more sustainable entities by shoring up finances, expanding referral streams, reducing risk, developing new growth engines, leveraging human resource and operating infrastructures and more. This session will discuss the upsides, downsides, realities and challenges of various merger, acquisition and collaborative strategies.

4:30pm **Cookies and Milk ... and Other Fine Libations**

Take time to meet with your colleagues over a local brew before heading off to dinner on your own. The evening is yours to enjoy all that Mohonk Mountain House has to offer.

Wednesday, September 14

A full breakfast is available in the dining room at 7:30am.

8:30am – 10:00am

What's Cooking in Washington, D.C.

Throughout 2010-2011, the policy team at the National Association for Home Care and Hospice (NAHC) was at the forefront of negotiations with Congress, federal agencies and other policymaking bodies on the sweeping federal health care reform legislation. In this session, NAHC's William Dombi, one of home care's most ardent federal advocates, will provide information on the latest home care legislative, regulatory, legal, and research developments in this new environment of care.

William Dombi, Vice President for Law, NAHC

10:00am – Noon

Finding Your Footing in the Stir of Medicare Reimbursement Changes

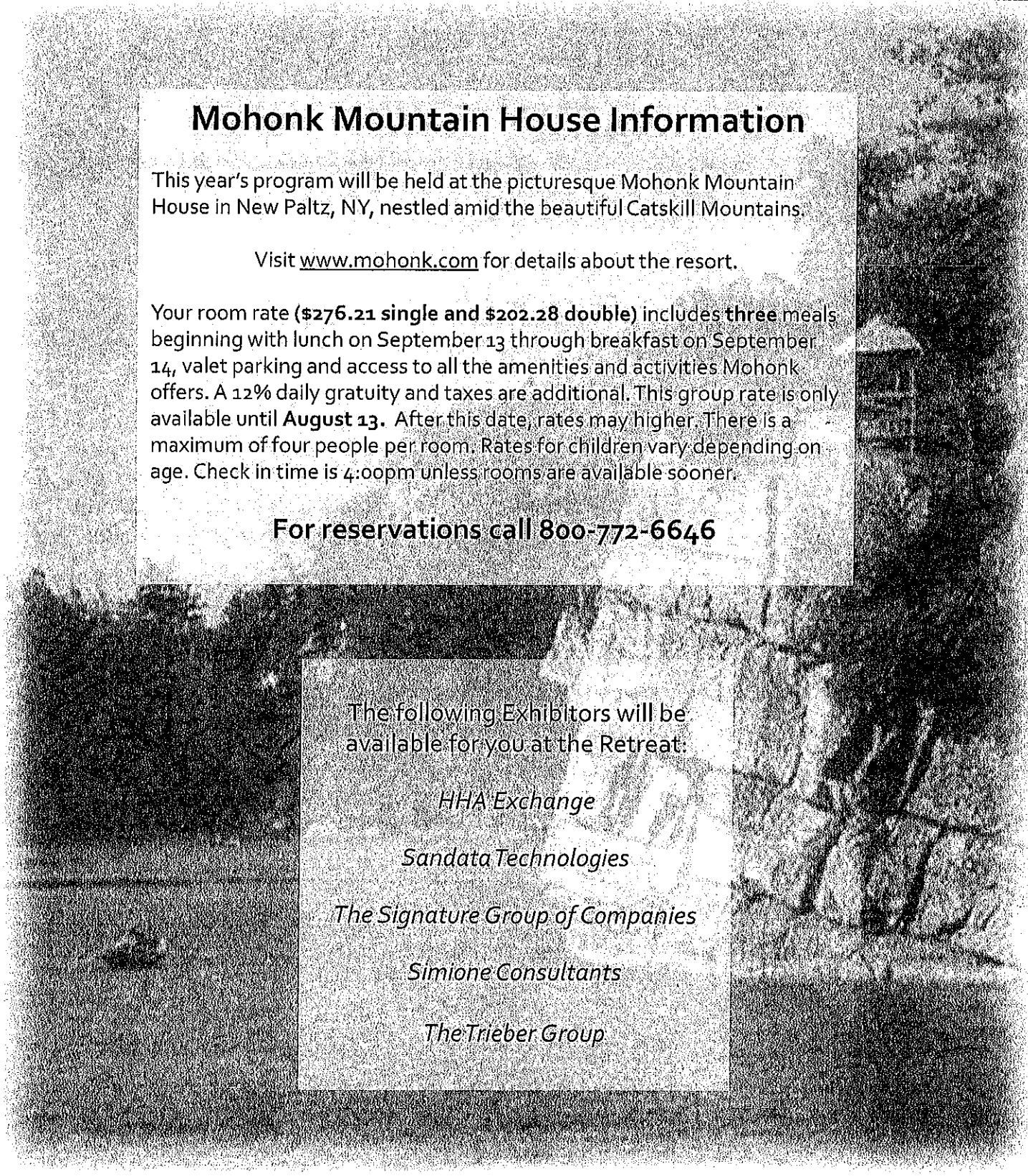
This session deals with the current Medicare PPS system, offering insight on how agencies can successfully do business within current and future reimbursement cuts, and helping home health agencies answer the age old question: "How do I maintain my Medicare margins in lieu of the cuts in my reimbursement"? Participants will explore what the future of PPS may become, addressing the potential cuts and changes, allowing agencies to be aware of these changes and forecast for the future. The session will also provide Medicare reimbursement benchmarks both nationally and for the state of New York.

Robert Simione, Managing Principal, Simione Consultants, LLC

12:00 noon – Enjoy lunch in the meeting room or on the porch or the trail. The afternoon is yours to enjoy at the resort or head for home.

Senior and Financial Managers Retreat

September 13 and 14, 2011



Mohonk Mountain House Information

This year's program will be held at the picturesque Mohonk Mountain House in New Paltz, NY, nestled amid the beautiful Catskill Mountains.

Visit www.mohonk.com for details about the resort.

Your room rate **($276.21 single and $202.28 double)** includes **three** meals beginning with lunch on September 13 through breakfast on September 14, valet parking and access to all the amenities and activities Mohonk offers. A 12% daily gratuity and taxes are additional. This group rate is only available until **August 13.** After this date, rates may higher. There is a maximum of four people per room. Rates for children vary depending on age. Check in time is 4:00pm unless rooms are available sooner.

For reservations call 800-772-6646

The following Exhibitors will be available for you at the Retreat:

HHA Exchange

Sandata Technologies

The Signature Group of Companies

Simione Consultants

The Trieber Group

Senior and Financial Managers Retreat

September 13 – 14, 2011
Mohonk Mountain House
New Paltz, NY

The registration fee of $289 for HCA members includes two days of expert speakers and handout materials, plus breaks, a reception and lunch on the final day that is not included with your room package. (This rate is $100 less than 2010!). Potential members are also welcome at the rate of $389 per person.

REGISTRANT INFORMATION – Please register by September 1

Name: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Phone: _____ Ext. _____ Fax: _____

Email: _____
(Required)

REGISTRATION FEE

Member Fee $289 Non-Member Fee $389

PAYMENT - Please check method of payment:

_____ Check* _____ MasterCard _____ VISA _____ American Express

*Make checks payable to: **HCA Education and Research and mail to 194 Washington Avenue, Suite 400, Albany, NY 12210.**

_____ _____
Card Number Expiration Date

_____
Name on Card

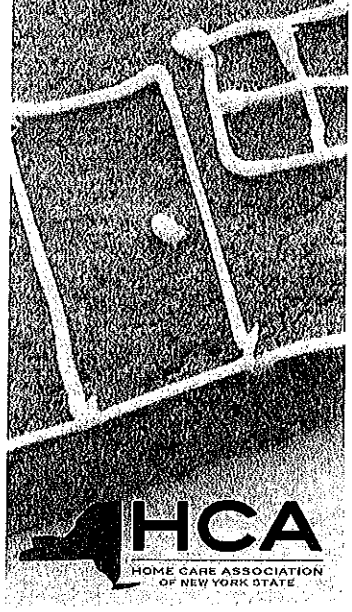
_____
Authorized Signature

Special Needs
In accordance with the Americans with Disabilities Act, or special dietary needs, please let us know how we can accommodate you: _____

Online registration is now open at ***www.eventville.com/hcanys*** .

HCA Cancellation Policy

HCA registration cancellations received by August 31, are refundable less a 25% administrative fee. No refunds will be issued after this date. Cancellations must be received in writing via e-mail to: info@hcanys.org. Substitutions are permitted. Please note Mohonk's cancellation policy when making your reservation.



HCA
HOME CARE ASSOCIATION OF NEW YORK STATE

RESOLUTION REQUEST FORM NO. 3

Request for *New* Contract

DEPARTMENT NAME: Health Services

DATE: July 22, 2011

(a) Is this a Result of a Bid or Request for Proposal? Yes

(b) Purpose of Contract: To award Preschool and Early Intervention transportation contract to lowest bidder, Stanski Transportation Corporation.

(c) Name of Contractor: Stanski Transportation Corporation

(d) Address of Contractor: 1611 Route 9 Fort Edward, NY 12828

(e) Contractor's Contact Person and Telephone Number: Joseph Stanislowsky 743-9508

(f) Has or will the Contract be provided, if so, please attach: Get contract specs from purchasing office.

(g) Commencement Date of Contract: September 1, 2011

(h) Termination Date of Contract: August 31, 2012 with 2 additional 1 year terms, per agreement terms.

(i) Payment Provisions: Monthly payments upon receipt of documentation of attendance for transportation for each individual child per terms of agreement.

- i) lump sum amount Daily amount $42.50 per child, child with wheelchair $120.00 per day
- 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:

Early Intervention A 4054.0060.444 Travel/Education
Early Intervention A 4054.0060.3278 State Revenue
Early Intervention A 4054.0060.1604 IE Revenue
Preschool A 4054.444 Preschool Travel Expense
Preschool A 4054.3277 Preschool State Revenue
Preschool A 4054.1603 Preschool Revenue

Warren County Board of Supervisors

RESOLUTION NO. 564 OF 2008

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

REJECTING LOWEST BID; AWARDING BID AND AUTHORIZING AGREEMENT WITH STANSKI TRANSPORTATION CORP. TO PROVIDE TRANSPORTATION FOR PRESCHOOL CHILDREN WITH DISABILITIES IN WARREN COUNTY (WC 78-08 - REBID) - HEALTH SERVICES DEPARTMENT

WHEREAS, the Purchasing Agent has advertised a Request for Proposals for Transportation for Preschool Children with Disabilities in Warren County (WC 78-08 - Rebid), and

WHEREAS, upon review of the lowest proposal submitted by North Country Transport, LLC, said proposal did not comply with the bid specifications, and therefore should be rejected, and

WHEREAS, it has been recommended by the Health Services Committee, that Warren County award the rebid to the Stanski Transportation Corp., as the next lowest responsible bidder whose proposal fully complies with the specification requirements, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby rejects the proposal submitted by North Country Transport, LLC for the reasons mentioned above, and be it further

RESOLVED, that the Warren County Purchasing Agent be, and hereby is, authorized and directed to notify Stanski Transportation Corp. of the acceptance of its proposal, and be it further

RESOLVED, that Warren County enter into an agreement with Stanski Transportation Corp., 1611 Route 9, Fort Edward, New York 12828, for

Transportation of Preschool Children with Disabilities, pursuant to the terms and provisions of the specifications (WC 78-08 - Rebid) and proposal, for the amounts set forth in said proposal, for a term commencing September 1, ~~2008~~ 2011 and terminating August 31, ~~2009~~ 2012 which agreement may be extended annually under the same terms and conditions for two (2) additional one year terms from the original termination date mentioned above, upon written agreement between the parties and without the need for further Resolution and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in the form approved by the County Attorney.

WARREN COUNTY
BID TABULATION SHEET

BID NO: WC 38-11 ITEM(S): TRANSPORTATION FOR PRESCHOOL CHILDREN W/DISABILITIES IN WARREN COUNTY DATE: JULY 14, 2011 TIME: 3:00 PM.	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER
	Blueline Commuter, Inc. Attn: Bonnie Clark PO Box 775 Indian Lake, NY 12842 Ph: 648-5765 Fax: 648-0111	Stanski Transportation Co., Inc. Attn: Joseph Stanislowsky 1611 Route 9 Fort Edward, NY 12828 Ph: 743-9508 Fax: 743-9509
DESCRIPTION OF ITEM	**BID PRICE**	**BID PRICE**
BID PRICE PER CHILD PER DAY:	$57.50	$42.50
20011-2012 School Year and Summer		
BID PRICE PER CHILD PER DAY W/ WHEELCHAIR LIFT:	$84.50	$120.00
2011-2012 School Year and Summer		
BID AWARDED TO:		
	Resolution No:	
JULIE A. PACYNA, PURCHASING AGENT	**Term: September 1, 2011 -August 31, 2012**	

RESOLUTION REQUEST FORM NO. 3

Request for *New* Contract

DEPARTMENT NAME: Health Services

DATE: July 22, 2011

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

(b) Purpose of Contract: To authorize a contract agreement with Mary Jane Huntley to provide Physical Therapy Services.

(c) Name of Contractor: Mary Jane Huntley

(d) Address of Contractor: 22 Fieldview Rd., Queensbury, NY 12804

(e) Contractor's Contact Person and Telephone Number: Mary Jane Huntley, 480-4224

(f) Has or will the Contract be provided, if so, please attach: Please use therapist contract

(g) Commencement Date of Contract: August 22, 2011

(h) Termination Date of Contract: Upon 30 days written notice by either party

(i) Payment Provisions:i) lump sum amount at agreed upon established per individual visit or meeting rate upon receipt of required documentation for each visit at following rates: Region 1: evals $55, revisits $53; Region 2: evals $60, revisits $60; OASIS: $15 per patient; Meetings: $40. Early Intervention services only: Region 1 Eval: $50.00; Region 1 Revisit: $50.00; Region 2: Eval: $57.00; Region 2: $ 57.00

ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Bi-monthly

(j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: A4010.10.470 Health Services, A4016.10.470 Long Term Home Health Care Program

Certified Copy of Original

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 014658-1 Certificate Number: 6790415

HUNTLEY MARY-JANE
22 FIELDVIEW ROAD S
QUEENSBURY NY 12804-0000

is registered to practice in New York State through 11/30/2012 as a(n)
PHYSICAL THERAPIST

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

INTERIM COMMISSIONER OF EDUCATION

ASSOCIATE COMMISSIONER
OFFICE OF THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

Print Date: [illegible]

[illegible]

[illegible]

Producer	Branch	Prefix	Policy Number	Policy Period
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Named Insured and Address:
Mary-Jane Huntley
22 Fieldview Rd S
Queensbury, NY 12804-7739

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty: Physical Therapist

Code: 80998

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability	$1,000,000 each claim	$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

* Good Samaritan Liability
* Malplacement Liability
* Personal Injury Liability
* Indirect Sexual Misconduct included in the PL limit shown above subject to $25,000 aggregate sublimit

Coverage Extensions:

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA)	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total: $ 326.00

Base Premium $326.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	GSL10550NY	G-121502-C	G-121501-C	GSL11692NY	GSL3880
GSL3908	G-145184-A	G-147382-A	GSL15563NY	GSL15566NY	GSL17101
GSL16064NY	GSL13424	G-123815-G34	G-125840-D61		

Chairman of the Board   Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy #: [illegible]

G-141241-B31 (03/2010)   Coverage Change Date: Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The list below [illegible] general [illegible] of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. [illegible] Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period. [illegible] rates and limits may differ or may not be available in all states. All products [illegible] subject to change without notice.

Think Green: [illegible] policy forms and endorsements are available online at www.hpso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
GSL10550NY	New York Amendatory Endorsement
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
GSL11892NY	New York Amendatory Endorsement
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
G-145108-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15585NY	New York Information Privacy Coverage
GSL15585NY	New York Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL[illegible]	Services to Animals
G-123813-C31	New York Amendatory Change
G-123846-D31	New York Cancellation and Non-Renewal

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents:	The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association
For KY residents:	The surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
For WV residents:	The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
For FL residents:	The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association.

Form# G-141241-B31 (03/2010)
Master Policy# [illegible]

Named Insured: Mary-Jane Huntley
Policy# [illegible]

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 22, 2011

(a) Purpose of Request: To approve the 2010 Annual Report for Warren County Health Services

(b) Details: See attached copy of previous Resolution

(c) Previous Resolution Number: 412/2010

Warren County Board of Supervisors

RESOLUTION NO. 412 OF 2010

Resolution introduced by Supervisors Sokol, Thomas, Champagne, Taylor, Pitkin, Loeb and McDevitt

APPROVING WARREN COUNTY HEALTH SERVICES AGENCY EVALUATION OF SERVICES AND ANNUAL REPORT FOR 2009 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 2009 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 2009, as presented to the Warren County Board of Supervisors be, and hereby is, accepted and approved.