

# WESTMOUNT HEALTH FACILITY

A SKILLED NURSING HOME operated by Warren County  
42 GURNEY LANE - QUEENSBURY NY 12804  
Phone (518) 761-6540 Fax: (518)761-6590

BARBARA B. TAGGART  
ADMINISTRATOR

## HEALTH SERVICE COMMITTEE AGENDA

FRIDAY, JULY 27, 2012 @ 9:30am  
COMMITTEE ROOM

1. Committee meeting called to order by chairman.
2. Motion to approve minutes of prior committee meeting.

### Action Agenda

1. Request resolution to amend contract price to include an increase of \$63,673.00 for Northeast Fire Protection Systems, Inc. **Pages 1 - 4**

The following costs for additional work are listed below:

1. Provide plastic protective covers with tamper resistant cover and trouble tone. Total: \$2,500.00.
2. Additional replacement of 14 smoke detectors, Total \$3,823.00, Sanders Quote is attached.
3. Provide Armstrong:  
3500 – 770 24”x 24” Flush Ceiling Tile Panel.  
800 – 770 or equal 24” x 48” Flush Ceiling Tile Panel.  
400 – Kitchen/Shower appropriate 24” x 48” Flush Ceiling Tile Panel.  
Quantity of 4700 tiles delivered. Total: \$24,000.00  
I will pick up samples prior to ordering.
4. Tile installation labor for 2 men 40 hr. per wk, for 3 weeks to install as many tiles as this time frame will allow. Total: \$16,800. This number excludes any reworking of existing devices such as sprinklers and smoke heads, speakers etc...
5. Replace the existing 4” Ames RPZ with a Wilkins 4” model 375ada RPZ with bypass. Total: \$4700.00. This number excludes any third party testing or certification. We will install the device and test it.
6. 2 – Replacement gasket sets for future use. Total: \$350.00
7. We would like to recover 80 hours of lost time for additional cleaning due to years of dust and insulation debris to minimize dust exposure. Total \$11,500.

## MONTHLY BUSINESS

### Staffing Report:

#### Open Nursing

7-3 1 RN relief weekends supervisor  
7-3 1 CNA  
3-11 1 RN p/t supervisor  
3-11 2 LPN's  
3-11 2 CNA's  
11-7 1 CNA's

#### Medical Nursing

7-3 1 CNA  
11-7 1 LPN  
11-7 1 CNA

### Overtime Report:

**Page 5**

### Items for Discussion:

1. Executive Session

## **RESOLUTION REQUEST FORM NO. 4**

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY**

**DATE: JULY 27, 2012**

- (a) Purpose of Contract Change: Amend Contract Price to include increase of \$63,673.00
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Res No. 528 or 2011
- (c) Name of Contractor: North East Fire Protection Systems Inc.
- (d) Address of Contractor: PO Box 508, Burnt Hills, NY 12027
- (e) Contractor's Contact Person and Telephone Number: Cary Stewart, Design Engineer, 518 885-1115
- (f) Commencement Date of Extension: Upon Exectuion
- (g) Termination Date of Extension:
- (h) Payment Provisions:
  - i) lump sum amount Increase \$63,673.00
  - 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. Completion of Project
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: Capital Project H296.9550.280, CD 72, \$496,326.00 Westmount Health Facility Automatic Fire Sprinklers, Fire Alarm Panel

# Change Order

No. 1

Date of Issuance: 7/05/12

Effective Date: Upon Execution

Project: Westmount Sprinklers	Owner: Warren County	Owner's Contract No.: 737-A-101
Contract: CONSTRUCTION SERVICES FOR INSTALLATION OF AUTOMATIC FIRE SPRINKLERS, FIRE ALARM PANEL WC 32-11		Date of Contract: 12/1/2011
Contractor: North East Fire Protection Systems Inc.		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Install plastic protective covers for fire pull boxes, replace 14 smoke detectors, provide 4,700 ceiling tile panels, installation of ceiling tile panels, replacement of RPZ valve, and additional cleaning of debris.

**Attachments (list documents supporting change): See Attached**

1. Work up from North East Fire Protection System
2. Work up from Sanders Fire and Safety

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$343,000.00

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$343,000.00

[Increase] [Decrease] of this Change Order:

\$63,673.00

Contract Price incorporating this Change Order:

\$406,673.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

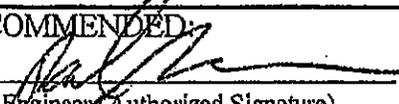
Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

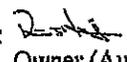
RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: 7/9/12

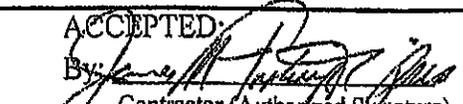
Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By:   
Owner (Authorized Signature)

Date: 7/5/12

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: 7-11-12

Date: \_\_\_\_\_

2



North East Fire Protection Systems, Inc.

P.O. BOX 508 BURNT HILLS, N.Y. 12027 (518) 885-1115 FAX (518) 885-0526

June 27, 2012

Dept. of Public Works  
Kevin J. Hajos, PE  
Lake George, NY

RE: Proposal for additional work.

Kevin,

The following costs for additional work are listed below:

1) Provide plastic protective covers with tamper resistant cover and trouble tone.  
Total: \$2500.00

2) Additional replacement of 14 smoke detectors. Total \$3823.00  
Sanders Quote is attached.

3) Provide Armstrong:  
3500 - 770 24"x24" Flush Ceiling Tile Panel.  
800 - 770 or equal 24"x48" Flush Ceiling Tile Panel.  
400 - Kitchen / Shower appropriate 24"x48" Flush Ceiling Tile Panel.  
Quantity of 4700 tiles delivered. Total: \$24,000.00  
I will pick up samples prior to ordering.

4) Tile installation labor for 2 men 40 hr. per wk. for 3 weeks to install as many tiles as it this time frame will allow. Total: \$16,800. This number excludes any reworking of existing devices such as sprinklers and smoke heads, speakers etc...

5) Replace the existing 4" Ames RPZ with a Wilkins 4" model 375ada RPZ with bypass.  
Total: \$4700.00. This number excludes any third party testing or certification. We will install the device and test it.

6) 2 - Replacement gasket sets for future use. Total: \$350.00

7) We would like to recover 80 hours of lost time for additional cleaning due to years of dust and insulation debris to minimize dust exposure.  
Total: \$11,500.

Total change requested: \$63,673

If you have any questions, please do not hesitate to contact me.

Respectfully,



(Cary R. Stewart)

63

# Sanders Fire & Safety

26 Vial Avenue Mechanicville, NY 12118 Phone: (518) 665-0400 Fax: (518) 665-0637

Date:	6/29/12
To:	NORTHEAST FIRE PROTECTION SYSTEMS
Attn:	Cary
From:	Ray Fredricks
Re:	WESTMOUNT HEALTH FACILITY – Smoke Detector Add
Quote #:	RF062912-02

Sanders Fire and Safety is pleased to provide you with a quote for the following work:  
Install 14 addressable smoke detectors, in corridor areas, reported defective. Also install  
addressable monitor module for 2 tamper switches added in Grounds equipment area.

**DESCRIPTION:**

Provide equipment, engineering, installation, testing and specified warranty.

**Fire Alarm Material List:**

<u>Qty</u>	<u>Item Description</u>
14	Addressable smoked detector
14	Detector Base
1	Sprinkler dual monitor mod

**Price:** .....\$3,325.00

Price valid for 30 days from above referenced date

**Not included in price**

- 1) Taxes, permits or additional fees of any kind.
- 2) Condition / Operation of existing field devices / wiring.
- 3) Labor Based on normal business hours and Prevailing Wage rate

Accepted by: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Submitted by,  
Raymond C Fredricks  
Engineering / Sales  
Sanders Fire & Safety  
Phone (518) 665-0400 Fax (518) 665-0637  
[rayfredricks@sandersfireandsafety.com](mailto:rayfredricks@sandersfireandsafety.com) [www.sandersfireandsafety.com](http://www.sandersfireandsafety.com)

WARREN COUNTY TWO YEAR BUDGET COMPARISON

REVENUE AND EXPENDITURES FOR 2012 AS OF 7/20/2012 3:32:22 PM

67

EXPENSES	2012		YTD ACTUAL THRU July	YTD ACTUAL THRU July 2011	YTD 12 vs 11	% CHANGE	ANNUALIZED 12 EXPENSE	2012 AMENDED BUDGET		2011 AMENDED BUDGET	
	YTD ACTUAL THRU July	YTD ACTUAL THRU July 2011						BUDGET	BUDGET	BUDGET	BUDGET
Salaries - Regular	\$1,517,910.45	\$1,550,680.47			(\$32,770.02)	-2.16%	\$3,012,642.41	\$3,138,139.00	\$2,994,512.92		
Salaries - Overtime	\$170,449.11	\$169,311.29			\$1,137.82	0.67%	\$338,295.46	\$184,148.00	\$311,939.12		
Salaries - Part Time	\$271,597.76	\$292,489.59			(\$20,891.83)	-7.69%	\$539,048.22	\$415,152.00	\$560,647.42		
<b>TOTAL SALARIES</b>	<b>\$1,959,957.32</b>	<b>\$2,012,481.35</b>			<b>(\$52,524.03)</b>	<b>-2.68%</b>	<b>\$3,889,986.09</b>	<b>\$3,737,439.00</b>	<b>\$3,867,099.46</b>		

# 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, termination or promotion. 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 Westmount Health Facility Payroll Dept. No. 41.00  
Title of Position Director of Nursing Annual Salary 65,139.00 Grade  
Budget code and title EF.60100.100 110 Nursing Administration, Mgm & Supervision, Salaries-Regular  
Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other  
Employee No. 1872

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

Source of reimbursement:  Federal %  State 53%  Other %

Impact to Budget: Salary to be determined by Salary Study

Personnel Officer has approved this form when initialed. \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee \_\_\_\_\_ Date \_\_\_\_\_

- 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 \_\_\_\_\_ Date \_\_\_\_\_

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

Ranking Committee Member Signature \_\_\_\_\_

### PERSONNEL/HUMAN RESOURCES COMMITTEE COMPLETES THIS SECTION

Date \_\_\_\_\_

- The Personnel/Human Resources Committee has no objection to the filling of the vacancy.
- The Personnel/Human Resources Committee objects to the filling of the vacancy.

Ranking Committee Member Signature \_\_\_\_\_

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY**

**DATE: July 27, 2012**

- (a) Is this a Result of a Bid or Request for Proposal? No
  
- (b) Purpose of Contract: Placement for Interim and Permanent professionals in Healthcare settings.
  
- (c) Name of Contractor: Clinical Resources LLC
  
- (d) Address of Contractor: 3338 Peachtree Road NE, Suite 102, Atlanta, GA 30326
  
- (e) Contractor's Contact Person and Telephone Number: Jennifer Scully, President and CEO 888 800-3377
  
- (f) Has or will the Contract be provided, if so, please attach:
  
- (g) Commencement Date of Contract: Upon Execution of Agreement
  
- (h) Termination Date of Contract:
  
- (i) Payment Provisions:
  - 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. Fee Schedule and Other Expenses listed in Contract.
  
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: EF60100.6801 470 Nursing Administration, Contracted Services \$30,000.00



3338 Peachtree Road NE  
Suite 102  
Atlanta, Georgia 30326  
Office: 1-888-800-3377 Fax: 404-343-7226

### HEALTH CARE STAFFING AGREEMENT

This Health Care Staffing Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ by and between CLINICAL RESOURCES, LLC, a Georgia limited liability company ("Clinical Resources"), and \_\_\_\_\_ ("Client"). The parties agree as follows:

**Staffing Services.** During the term of this Agreement, CLINICAL RESOURCES will supply Client with temporary nursing and administrative staff and consultants (collectively, "Staff") as further detailed in written "Project Schedules" entered into between CLINICAL RESOURCES and Client from time to time (the "Services"), the first of which is attached to this Agreement. Upon full execution and delivery of a Project Schedule, such schedule shall become a part of and incorporated into this Agreement. The time, place, and scope of the Services (including completion time and reports) to be provided shall be set forth in each Project Schedule, and such Services will be performed in a workmanlike and professional manner.

**Term.** This Agreement shall begin on the date first appearing above and shall continue until terminated in accordance with this Agreement.

**Time Expense.** Client will pay CLINICAL RESOURCES for the Services at the following rates of pay:

- Nursing Home Administrators/Executive Directors \$75/hour
- Director of Nursing \$75/hour
- RN Consultant \$75/hour
- Assistant Director of Nursing \$70/hour
- RN Unit Manager \$70/hour
- MDS Coordinators \$75/hour
- Regional QA Nurses \$75/hour
- Infection Control RN \$70/hour
- Regional Finance Specialist \$65/hour
- Dietary Managers \$55/hour
- Clinical or Financial Informatics Specialists \$85/hour

and such hourly or daily rates for other Staff, if any, as set forth in a Project Schedule. Except as set forth in this Agreement or a Project Schedule, time is billed for the actual time that the Staff is at work. A Staff member's travel time to and from his or her home and Client's facility is billed at the lesser of (a) actual time traveled, and (b) four (4) hours. If a Staff member must travel from one facility to another, travel time is billed at the regular rate (or if the regular rate is only a daily rate, then the hourly equivalent of the daily rate) from door-to-door at each facility. Adjustments to the compensation rate may be made by mutual written agreement of Client and CLINICAL RESOURCES.

**Other Expenses.** In addition to the time expense, Client shall be responsible for all other expenses incurred by CLINICAL RESOURCES LLC in providing Services, including, but not limited to, lodging, transportation (including mileage rates as allowed by the Internal Revenue Service from time to time), meals (\$35 per day per Staff allowance), long-distance telephone calls, overnight mail, and photocopy charges. CLINICAL RESOURCES will submit original receipts to Client upon request for verification of such expenses.

**Placement Fee.** If Client hires any Staff member while such person is working for Client through CLINICAL RESOURCES or any time within one (1) year thereafter, then Client will pay CLINICAL RESOURCES a placement fee equal to 30% of such Staff member's annualized salary provide by Client.

**Billing.** CLINICAL RESOURCES will send Client an invoice weekly for Services rendered and expenses incurred. Invoices are due within thirty (30) days after the invoice date.

**Termination.**

Either party may terminate this Agreement or any Project Schedule by providing the other party at least 30 days written notice. The termination of a Project Schedule shall not affect the term of this Agreement. The termination of this Agreement shall terminate all outstanding Project Schedules.

If Client does not pay an invoice by the due date, then (a) simple interest will accrue daily on the principal amount owed at a rate of 1.5% per month, and (b) CLINICAL RESOURCES may immediately terminate this Agreement or any outstanding Project Schedule at any time that the default remains outstanding, such termination to be upon written notice and without further obligation or liability to Client.

**Cooperation.** Client and its employees, contractors, management, and agents will cooperate with CLINICAL RESOURCES in a timely and efficient manner in order for CLINICAL RESOURCES to perform its Services.

**Performance.** Client shall promptly express any concerns it has about any Staff to an officer or project manager of CLINICAL RESOURCES, and CLINICAL RESOURCES will attempt to resolve the matter. If Client is dissatisfied with a Staff member provided by CLINICAL RESOURCES and desires a replacement, Client will notify CLINICAL RESOURCES, and CLINICAL RESOURCES will have seven (7) days in which to provide a replacement Staff

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Westmount Health Facility**

**DATE: July 27, 2012**

- 0205
- (a) Is this a Result of a Bid or Request for Proposal? No
  - (b) Purpose of Contract: Healthcare Staffing in event of emergency
  - (c) Name of Contractor: Medical Staffing NetworkHealthcare, LLC d/b/a Medical Staffing Nework
  - (d) Address of Contractor: 4525 Weaver Parkway, Suite 310,Warrenville, IL 60555
  - (e) Contractor's Contact Person and Telephone Number: Anita Vitallo, RN 518 452-0205
  - (f) Has or will the Contract be provided, if so, please attach: Yes
  - (g) Commencement Date of Contract: Authorization of Contract
  - (h) Termination Date of Contract: Upon 30 days notice
  - (i) Payment Provisions:
    - i) lump sum amount
    - ii) hourly rate amount Per Fee Schedule
    - 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: EF.60200.6801 470 Westmount, Nursing-Nurses' Station, Contracted Services. \$60,000.00

## PER DIEM HEALTHCARE STAFFING AGREEMENT

The following constitutes a Per Diem Healthcare Staffing Agreement (hereafter referred to as "Agreement") between Medical Staffing Network Healthcare, LLC, a limited liability company, d/b/a Medical Staffing Network (hereinafter referred to as "MSN"), and Westmount Health Facility (hereinafter referred to as "Client") located at 42 Guerney Lane Queensbury NY and served by MSN's Albany NY Branch (Client and MSN may be collectively referred to as "Parties").

The following hourly bill rates for supplemental staffing services are hereby effective on the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ (the "Effective Date"). The Agreement shall continue in full force, from year to year and automatically renew annually. Either party at any time may cancel this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

DISCIPLINES	WEEKDAY RATE PER HOUR					WEEKEND RATE PER HOUR				
	8-HOUR SHIFTS			12-HOUR SHIFTS		8-HOUR SHIFTS			12-HOUR SHIFTS	
	7AM-3PM	3PM-11PM	11PM-7AM	7AM-7PM	7PM-7AM	7AM-3PM	3PM-11PM	11PM-7AM	7AM-7PM	7PM-7AM
	DAY	EVENING	NIGHT	DAY	NIGHT	DAY	EVENING	NIGHT	DAY	NIGHT
CNA	\$25	\$25	\$26	\$	\$	\$26	\$26	\$26	\$	\$
LPN	\$39	\$41	\$41	\$	\$	\$41	\$41	\$41	\$	\$
RN	\$54	\$54	\$56	\$	\$	\$56	\$56	\$56	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**MILEAGE AND/OR LODGING COMPENSATION**

Mileage to be billed at \$0.00 per mile.

**WORKWEEK**

For the purpose of calculating Professionals' overtime, the MSN workweek will begin on Sunday at 7:00 a.m. and will include the Saturday night shift beginning at 11:00 p.m. and ending at 7:00 a.m.

**WEEKEND**

Weekend rates include the Friday 3 p.m. shift through the Sunday 11 p.m.-7 a.m. shift.

**HOLIDAYS**

Hours worked during the holidays are calculated at one and one-half (1½) the regular hourly rate. Overtime hours worked during a holiday will be billed one and one-half (1½) the holiday rate. To assist you with holiday coverage, MSN recognizes the holidays and shifts listed below:

- New Year's Day
- Independence Day
- Christmas Eve
- Easter Sunday
- Labor Day
- Christmas Day
- Memorial Day
- Thanksgiving Day
- New Year's Eve

MSN recognizes the second and third shifts only for New Year's Eve and Christmas Eve.

**OVERTIME**

Overtime will be billed any time a Professional works more than forty (40) hours in one (1) workweek (or as otherwise mandated by applicable state law). Overtime will be calculated at one and one-half (1½) the regular hourly bill rate for Professionals.

# **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: WESTMOUNT HEALTH FACILITY**

**DATE: JULY 27, 2012**

- (a) Purpose of Request: Accept Settlement of \$7,741.00 dollars toward receivables due from deceased Resident Medical Number 10965.
  
- (b) Details: Accept Settlement from deceased Resident Medical Number 10965 in the amount of \$7,741.00 dollars to be applied toward the outstanding Private Pay Receivable due recommended by the Warren County Attorney's Office.
  
- (c) Previous Resolution Number: N/A
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS