

**HEALTH SERVICES COMMITTEE
WESTMOUNT HEALTH FACILITY**

March 4, 2013

1. Cogeneration update regarding 2007 & 2008 Interest Appeal.
2. Notice of Intent to Fill Vacant Positions – Cleaner #2 & #5, Grade 2, \$23,706.00
 - Senior Account Clerk # 2, Grade 7, \$29,031.00
 - Laundry Worker #2, Grade 2, \$23,706.00
 - LT Activity Aide #2 PT (24 hr), Grade 3, \$ 14,529.00
 - Laundry Worker #3 PT (20 hr), Grade 2, \$11,853.00
3. Request resolution to create a new position:

Key Board Specialist position, Grade 3, base salary of \$24,215.00;
Eliminate a part time clerk position, Grade 2, \$11,850.00 & transfer of Funds; a receptionist position located in the business office primarily to answer phone, paging, photocopying, and various other duties absorbed by the fiscal office within the past year; creating stress and overtime; received complaints regarding length of time needed to answer phone; need extra coverage regarding front door resident elopement and conflicts. This position ensures better Customer Service and will help ease the transition to a new owner by staying current with billing, accounts payable.
4. Request resolution miscellaneous:
 - a. Amend vendor name Airgas East, Inc. to Airgas USA, LLC;
 - b. Charge-off balance due to Westmount from deceased resident (\$4,690.00) includes a prior settlement of \$6,117.00 (Resolution 712 of 2012);
 - c. Authorizing the repair of ventilation system by Siemens;
5. Request resolution for a New Contract with Mahoney Notify-Plus Inc. To provided Semi-Annual Test and Inspections of Fire alarm, Sprinkler Alarm and Security alarm for \$1,500.00 also to include additional emergency Repair Coverage not to exceed \$1,000.00. This Contract cost was budgeted.
6. Request resolution for a New Contract with PNP Computer Services, Inc. annual Software Support Agreement.
7. Request resolution for Amending Existing Contract with Dietician, Lori Girard, to increase weekly hours from 17 to 23 hour at the same rate of \$32.00/hr due to higher admission turn over within Rehab area and MDS requirements associated with. This cost increase was budgeted.
8. Request resolution for transfer of Funds
9. Authorization to attend meeting or convention for Activities Supervisor \$260.00 3/21/13
10. DOH Plan of Correction update
11. Staffing levels.
In-Service Coordinator, RPN # 7, LPN #12 – Floating, FSH #1 & FSH #8
12. Overtime Report.
13. County Administrator to review RFP Proposals.

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/Housekeeping Payroll Dept. No. 41.11
Title of Position Cleaner #2 Annual Salary 23,706.00 Grade2
Budget code and title EF.82400.700 110 Westmount,Housekeeping, HK, Salaries -Reg Union
Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 1350

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

Source of reimbursement: Federal % State 52% Other %

Impact to Budget:

Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services-Westmount Date March 4, 2013

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

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services-Westmount Date March 4, 2013

- 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. 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/Housekeeping Payroll Dept. No. 41.11
Title of Position Cleaner #5 Annual Salary 23,706.00 Grade2
Budget code and title EF.82400.700 110 Westmount,Housekeeping, HK, Salaries -Reg Union
Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 5656

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

Source of reimbursement: Federal % State 52% Other %

Impact to Budget:

Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

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

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

- 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. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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DEPARTMENT HEAD COMPLETES THIS SECTION

Department Westmount Health Facility/Fiscal Services Payroll Dept. No. 41.14
Title of Position Senior Account Clerk #2 Annual Salary 29,031.00 Grade 07
Budget code and title EF.83110.600 110 Westmount, Fiscal Services, Clerical & Adm Wages, Salaries - Reg
Union Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 9442

Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State 52% Other %

Impact to Budget:

Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

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

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

- 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. 12

Schedule "A"

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DEPARTMENT HEAD COMPLETES THIS SECTION

Department Westmount Health Facility/Laundry & Linen Payroll Dept. No. 41.12
Title of Position Laundry Worker #2 Annual Salary 23,706.00 Grade 2
Budget code and title EF.82500.700 110 Westmount, Laundry Services, LL, Salaries -Reg Union
Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No. 6028

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

Source of reimbursement: Federal % State 52% Other %

Impact to Budget:

Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

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

The Administrator objects to the filling of the vacancy.

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

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. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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DEPARTMENT HEAD COMPLETES THIS SECTION

Department Westmount Health Facility/Activities Payroll Dept. No. 41.05
Title of Position Leisure Time Activity Aide #2 Annual Salary 14,529.00 Grade 3
Budget code and title EF.72600.400 130 Westmount, Activities, Act Dir Wages, Salaries - Part-Time (24 hours)
Union Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other Transfer to Full time position in HK

Employee No. 10513

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

Source of reimbursement: Federal % State 52% Other %

Impact to Budget:

Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

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

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

- 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. 12

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DEPARTMENT HEAD COMPLETES THIS SECTION

Department Westmount Health Facility/Laundry & Linen Services Payroll Dept. No. 41.12
Title of Position Laundry Worker #3 Annual Salary 11,853.00 Grade 2
Budget code and title EF.82500.700 130 Westmount, Laundry, LL, Salaries - Part-Time (20 hours)
Union Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other Transfer to 24
hour position in Activities

Employee No. 10513

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

Source of reimbursement: Federal % State 52% Other %

Impact to Budget:

Personnel Officer has approved this form when initialed. _____

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

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

Administrator Signature _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services - Westmount Date March 4, 2013

- 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. 11

Request to Create New Position

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: February 22, 2013

- (a) Title of Requested Position: Key Board Specialist
- (b) Annual Base Salary (and Grade if Applicable): Grade 3, \$24,215.00
- (c) Effective Date for New Position:* April 1st, 2013
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department=s Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
EF.73800.600 130 Westmount/Social Services, Clerical & Other Wages, Salaries-
Part time - \$11,853.00, Clerk #2 LT PT, Grade 2.
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount: EF.83110.600 110 Westmount/Fiscal Services Office, Clerical & Other Wages, Salaries - Regular \$24,215.00
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.)
- (g) Is this a mandated position? If so, please explain:
- (h) Is there expected revenue from this position? If so, please explain:

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: FEBRUARY 22, 2013

- (a) Purpose of Request: Amend vendor name.

- (b) Details: Airgas East, Inc. name change to Airgas USA, LLC.

- (c) Previous Resolution Number: 634 of 2012

4 a

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: February 22, 2013

- (a) Purpose of Request: To charge-off balance due to Westmount Health Facility from deceased Resident No. 965.
- (b) Details: A total of \$4,690.00 dollars requested to be charged-off from deceased Resident No 965. A prior settlement of \$6,117.00 dollars (Res 712 of 2012) was received December 31, 2012.
- (c) Previous Resolution Number:

4 b.

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

DATE: February 21, 2013

- (a) Purpose of Request: Repair of Ventilation system by Siemens

- (b) Details: Ratifying actions of County Administrator in authorizing repair of ventilation system by Siemens

- (c) Previous Resolution Number: N/A

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: EF.82200.6101 413 Westmount - Plant Operation and Maintenance, Repair & Maint Building & Prop. \$518.00

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

* as listed in budget and LOGOS

Invoice

Cust PO No
3800758836

Cust PO Date

Quotation No

Invoice No
5442744494

Date
02/26/2013

Sales Order No
3800758836

Sales Ord Date
02/26/2013

Lock Box No
2134

Customer No
30101486

Page 1 of 3

Bill To:

COUNTY OF WARREN
42 GURNEY LN
QUEENSBURY NY 12804-8250

Sold To:

COUNTY OF WARREN
42 GURNEY LN
QUEENSBURY NY 12804-8250

Ship To:

COUNTY OF WARREN
42 GURNEY LN
QUEENSBURY NY 12804-8250

Remit check payments to:

SIEMENS INDUSTRY, INC.
C/O Citibank (Bldg Tech)
PO Box 2134
Carol Stream IL 60132-2134

Remit Incoming Wires To:

Citibank New York
111 Wall St. New York, NY 10043 USA
ABA# 021000089 SWIFT Code: CITIUS33
Account# 30824211
Credit Siemens Industry Inc - BT / 4433
Payment for Invoice # 5442744494
Email Detailed Remittance advice to
bfgarwires.us.sbt@siemens.com

Contact Person: Skip Bassaw

Remit Incoming ACH's To:

Citibank New York
111 Wall St. New York, NY 10043 USA
ABA# 021000089
Account# 30824211
Credit Siemens Industry Inc - BT / 4433
Payment for Invoice # 5442744494
Email Detailed Remittance advice to
bfgarwires.us.sbt@siemens.com

Delivery#:

Ship Date:

INCO Terms: Prepaid and Add
PLANT

Carrier/Route: Best Way

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
Service Order Number: 5001910577					
100	265-1002 / BPZ:265-1002 EP265 3W AIR VLV 120VAC, 60HZ HTS: 8481809005 ECCN: EAR99 Country Of Origin: MX Customer PO Item #: 000100	PC	1	34.00	34.00
200	A7F55000061 Trip Charge-4 hrs @\$6.00 ECCN: EAR99 Customer PO Item #: 000200	PC	1	24.00	24.00
300	A7F55000016 Mechanic work normal time ECCN: EAR99 Customer PO item #: 000300	HR	4.0	115.00	460.00
Notes: Issue: Westmount_T&M_Repair Air Leaks_2/13 Resolution: Delivery Mode: exhaust dampers for north-east and south-west wings have no air. traced all air lines found one cut and plugged. one wing had no damper. installed replacement actuator. also found ep switch not wired					

INVOICE

Cust PO No
3800758836

Cust PO Date

Quotation No

Invoice No
5442744494

Date
02/26/2013

Sales Order No
3800758836

Sales Ord Date
02/26/2013

Lock Box No
2134

Customer No
30101486

Page 2 of 3

to fire panel. wiring disconnected in panel, met with fire control company to wire in ep to fire control.

Contact: Customer Service

Siemens Industry, Inc.
Syracuse Sales Office
6075 E. Molloy Rd.
Suite 4 Rodax Comm Park
Syracuse NY 13211
Phone: (315)437-2726
Fax: (315)437-9049

State Taxes

0.00

Total Wt.: 0 KG

Currency: USD

Invoice Total:

518.00

"We accept Visa, MasterCard, and American Express. Please contact your local office for details."

Payment Terms: Net Due 30 Days

Net Due By: 03/28/2013

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations, in all cases, diversion contrary to U.S. law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

For shipment to California, "Displays exceeding 4" include the e-Waste recycling fee up to \$10 per item.

1. **Applicable Terms.** Those terms govern the sale of Products by Siemens. Whether these terms are included in an offer or an acceptance by Siemens, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.
2. **Pricing & Payment.** The prices shall be: (a.) as stated in Siemens' proposal, or if none are stated, (b.) Siemens' standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' Invoices or to discountable items if they are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.
- (a) **Payment** - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.
- (b) **Credit Approval** - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture or shipment, require immediate cash payments for past and future shipments, or require other security satisfactory to Siemens before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.
- (c) **Installation/ Shipment** - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.
- (d) **Taxes, Shipping, Packing, Handling** - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the cost of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, charges, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account. Orders of less than \$400 are subject to a \$25 handling fee.
- (e) **Finance Charge** - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue Invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
- (f) **Disputed Invoice** - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.
- (g) **Collection** - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.
3. **Delivery; Title; Risk of Loss.** Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer; if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.
4. **Deferment and Cancellation.** Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or work in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.
5. **Force Majeure / Delays.** If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay.
6. **Buyer's Requirements.** Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation.
7. **Limited Warranty.** (a.) Limited Product Warranty Statements. For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished and furnished by Siemens, then the attached Software Licenses/Warranty Addendum shall apply. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is (b.) Conditions to the Limited Warranties. The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claim within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or not conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Product at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.
- (c.) Exclusions from Limited Warranty Coverage. The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or provided to Buyer as is, with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.
- (d.) Limited Warranty Period. Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled.
- (e.) Remedies for Breach of Limited Warranty. Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period, or unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.
- (f.) Transferability. The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.
8. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**
9. **LIMITATION OF LIABILITY.** NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Patent and Copyright Infringement.** Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright. If Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding, Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended, is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.
11. **Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit or proceeding is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.**
12. **THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.**
13. **Compliance with Laws.** Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.
14. **Changes in Work.** Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.
15. **Non-waiver of Default.** Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments, if Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.
16. **Final Written Agreement/ Modification of Terms.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the Agreement), and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.
17. **Assignment.** Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.
18. **Applicable Law and Jurisdiction.** These terms are governed and construed in accordance with the laws of the state of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.
19. **Severability.** If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

SIEMENS

SIEMENS INDUSTRY, INC.

WORK AUTHORIZATION FORM

I authorize SIEMENS INDUSTRY, INC. to perform billable time and material service repairs at the below listed facility:

Account Name: WESTMOUNT	Phone Number:
--------------------------------	---------------

I acknowledge that time and material charges will be as follows:

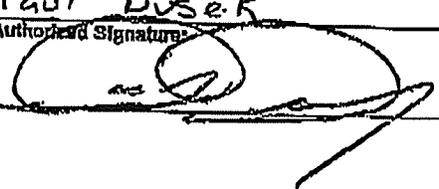
<u>Contract Customers</u>	<u>Regular hrs Mon-Fri</u>	<u>Overtime</u>	<u>Sun. and/or Holidays</u>
Automation Specialist	\$138.00	\$178.00	\$208.00
Electrical Services Technician	\$138.00	\$178.00	\$208.00
Fitter/Mechanic	\$115.00	\$141.00	\$167.00
Engineer	\$148.00	\$188.00	\$220.00
<u>Non-Contract Customers</u> (4 Hour Minimum)	<u>Regular hrs Mon-Fri</u>	<u>Overtime</u>	<u>Sun. and/or Holidays</u>
Automation Specialist	\$168.00	\$201.00	\$236.00
Electrical Services Technician	\$168.00	\$201.00	\$236.00
Fitter/Mechanic	\$136.00	\$169.00	\$197.00
Engineer	\$170.00	\$219.00	\$258.00

Please note:

- Rates effective January 1, 2013 through December 31, 2013. (Rates are subject to change at any time)
- There will be a \$8.00 per hour vehicle charge, max 8 hours/day. (Siemens reserves the right to add a fuel adjustment charge if the price of fuel exceeds \$4.00/gal. The fuel adjustment charge will be a flat hourly fee added to the vehicle charge.)
- This work may require other costs, such as tool rental/usage, environmental fees, mobilization, set-up, tear down, etc.
- Payment terms – net 30. We accept VISA and MASTERCARD credit card payment.

Description of Work: You will be billed only for labor and materials expended.

FIND AND REPAIR AIR LEAKS PER SHEP
BESSAW

Work Site Location Westmount Health Facility	PO Number:
Print Name of person authorizing work: Paul Dusek	Title of person authorizing work: County Administrator
Authorized Signature: 	Date: 2/20/13

Work Report

Requested By LAUREL MARTIN	Phone 518-761-6540	Date Received 02/25/2013	Scheduled Date 02/25/2013	Contract No.	Service Order No. 5001910577-0001
Customer No: 30101486 Customer Name: FL No: 4433-12804-00001 FL Name: Westmount Health Facility FL Address: 42 Gurney Lane Queensbury NY 12804		Bill To COUNTY OF WARREN 42 GURNEY LN QUEENSBURY NY 12804-8250		Call Type: NAM Field Service Equipment ID: 60581305 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling	
Instructions / Problem Description Westmount_T&M_Repair Air Leaks_2/13					
Work Description/ Customer Benefits/ Recommendations Delivery Mode: exhaust dampers for north-east and south-west wings have no air. traced all air lines found one cut and plugged, one wing had no damper. installed replacement actuator, also found ep switch not wired to fire panel. wiring disconnected in panel. met with fire control company to wire in ep to fire control. System Restored Date : Time : 00:00:00					
Material No.	Description Of Material Used	Billing Status	Qty		
265-1002	EP265 3W AIR VLV 120VAC, 60HZ	BILLABLE	1		
Labor Date	Technician (Christopher Bartholomew)	Billing Status	Hours		
02/25/2013	WORK NORM TIME MECHS	BILLABLE	4.00		
Additional Items		Billing Status			
Mileage					
Description					
PCard Receipt Date	Item Description	Billing Status			

Customer Signature / Date

Employee Signature / Date



02/25/2013



02/25/2013
Christopher Bartholomew

SIEMENS

Industry

TO: Warren County Purchasing Dept.
FROM: Ron Beagle
DATE: 02/21/13
RE: Prevailing Wage

Servicemen that we will use to do the service work requested by Skip Bessaw at the Westmount Nursing Home will be paid at prevailing wage.

These servicemen are union employees out of the Pipefitters Union-Local 7 out of Albany, NY.

Sincerely,
Ron Beagle



Service Operations Manager
Cell: 518-222-4189

Siemens Industry, Inc.
6 British American Blvd.
Latham, NY 12110

Phone: 518-782-0131
Fax: 518-782-0476

RESOLUTION REQUEST FORM NO. 3

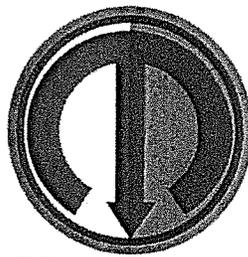
Request for New Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: February 22, 2013

- 7788
- (a) Is this a Result of a Bid or Request for Proposal? No
 - (b) Purpose of Contract: To provide Semi-Annual Test and Inspections of Fire Alarm, Sprinkler Alarm and Security Alarm for Westmount Health Facility for \$ 1,500.00 also to include additional Emergency Repair Coverage not to exceed \$1,000.00.
 - (c) Name of Contractor: Mahoney Notify-Plus Inc.
 - (d) Address of Contractor: PO Box 767, 15 Cooper Street, Glens Falls, NY 12801
 - (e) Contractor's Contact Person and Telephone Number: Kevin Mahoney, 518 793-
 - (f) Has or will the Contract be provided, if so, please attach: Yes
 - (g) Commencement Date of Contract: March 1, 2013
 - (h) Termination Date of Contract: February 28, 2014
 - (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$2,500.00/year
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. completion of annual inspection and/or emergency repair
 - (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.82200.6822 470 Plant Operation and Maintenance, Contracted Service \$23,000.00.



Mahoney
Notify-Plus Inc.
Alarms

P.O. Box 767 - 15 Cooper St.
Glens Falls, NY 12801
518/793-7788
Fax 518/793-0602
www.mahoneyalarms.com

Lake Placid, NY 12946
518/523-1600
Fax 518/793-0602

Plattsburgh, NY 12901
518/566-9147
Fax 518/793-0602

February 8, 2013

County of Warren
Acting for and on behalf of
Westmount Infirmery
42 Gurney Lane
Queensbury, NY 12801

Att: Kevin Garaghty

Semi-annual test and inspection of the **Fire alarm** system including:

- Smoke detectors
- Heat sensing thermostats
- Manual pull stations
- Bells and./or audible signal devices
- Above ceiling smoke detectors
- Door holder units
- Control panel including all batteries
- Circuits and complete test to the Warren Co. Sheriff's Office
- Extinguishers

Semi-annual inspection of the **Sprinkler alarm** system to include:

- Control valves
- Water pressure and switches
- Related sprinkler alarm devices

Semi-annual test and inspection of the **Security alarm** system including:

- Door annunciator panel
- Bell circuits
- Door contacts

Quotations made herein are with the provision that local on site maintenance personnel will assist with the inspections.

The term of this inspection agreement shall commence on **March 1, 2013** and **terminate on February 28, 2014**. The terms and conditions of the annexed Appendix A are incorporated into this Agreement as if more fully set forth herein.

Inspection and technical services under this agreement will be provided at THE PREVAILING WAGE rate of \$102.00 per man hour between the hours of 8:00am and 4:40pm Monday thru Friday After hours, weekends and holiday service will be provided at THE PREVAILING WAGE rate of \$153.00 per man hour.

This agreement does not include any repairs or replacement of the alarm devices. **Devices requiring replacement will be invoiced at a 50% markup rate.**

ESTIMATED ANNUAL INSPECTION FEE \$1,500.00

County of Warren acting for and on behalf of
WESTMOUNT HEALTH FACILITY

AGREED AND UNDERSTOOD: _____
BY: _____

DATE: _____

AGREED AND UNDERSTOOD: *Kevin Mahoney*
Mahoney Notify-Plus Inc.

DATE: 2/8/13

Approved as to Form:

Warren County Attorney

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: February 22, 2013

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Annual Software Support Agreement
- (c) Name of Contractor: PNP Computer Services, Inc.
- (d) Address of Contractor: 66 North Main Street, Brockport, NY 14420-1649
- (e) Contractor's Contact Person and Telephone Number: Curt Hamlin 585 637-3240
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: April 1, 2013
- (h) Termination Date of Contract: March 31, 2014
- (i) Payment Provisions:
 - i) lump sum amount 5,880.00
 - 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 signed agreement
- (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.83110.6300 422 Westmount, Fiscal Services Office, Repair & Maintain PS DA Equipment \$7,860.00.

Annual Support Agreement for April 1, 2013 through March 31, 2014

Client: 225 Westmount Health Facility
42 Gurney Lane
Queensbury, New York 12804-8250
Facility Rep: Betsy Henkel

The above named client agrees to pay an annual maintenance fee to P&NP Computer Services, Inc. (hereafter referred to as the vendor and/or P&NP) at a rate equal to fifteen percent (15%) of the current price of software as purchased from the vendor. The fee will be billed by the vendor on an annual basis and the fees are not subject to change for one (1) year from the execution of this agreement. The current selling prices of the software and maintenance fees are attached. The prices are valid for thirty (30) days from the date printed on the price sheet. There is no charge for this maintenance agreement in the first year. The maintenance contract shall commence upon installation of the software and shall terminate after one year. The maintenance contract assures the client of a situation where the ongoing warranty is still in effect.

Payment of the maintenance fee will provide for:

1. Software updates provided by the vendor for the software purchased from the vendor and listed at the end of this support agreement. These updates will include all bug fixes known and corrected at the time, as well as enhancements to the current software. All updates are provided on virus free CD or DVD disks or as downloadable files. Clients are responsible for putting updates on their systems within 30 days of receiving the update. P&NP will provide regulatory updates to currently existing forms within the state or federally mandated time frame. While no firm guarantee can be made as to time compliance, P&NP has always been early in the past. When appropriate as in the case of small updates and bug fixes, the vendor chooses to utilize the internet, and will post these updates on the vendor's website www.pnpcomputer.com. Client user agrees that from time to time the client user will check this site for upgrades and apply these upgrades as needed. Special upgrades are e-mailed to specific sites. Client user agrees to maintain an e-mail account.
Upgrades to new versions of the software will be provided at no extra cost within twelve (12) months of the original purchase. After twelve months there will be an upgrade charge for new versions of the software.
2. Telephone or E-mail assistance in implementing the software updates provided by the vendor is available. Instructions for loading are always included with the updates. Facility must be familiar with some form of unzipping software. P&NP supplies numerous trial programs for use by its clients and instructions are provided by these vendors.
3. Free phone support, of a reasonable duration of approximately 15 minutes, including voice, as well as, data transmissions. Phone support does not include phone company charges. Phone support does not include over the phone training. Phone support is available Monday through Friday 9:00AM to 5:00PM except for national holidays. Voice Mail is monitored and is available 24 hours a day every day.
4. P&NP warrants multi-user capability of its software only on Windows networks and only if the above mentioned networks have been set up by P&NP or certified by the same. Facility agrees to provide an

appropriate, reliable network environment for the software that conforms to the specifications in vendor's technical specifications manual. Linux and Novell are not supported at this time.

5. Checking database integrity over the modem/internet and fixing damaged files when possible. Client agrees that an useable and functioning daily back-up system with open file management will be in place. The access must meet vendor's minimum speed specification for the task at hand.
6. All problems shall be addressed to the "President, P&NP Computer Services, Inc." and should be in writing.
7. The vendor warrants that any and all data submitted by the client to the vendor for any purpose, including testing, accuracy analysis, etc. will be held in the strictest confidence. All due diligence will be maintained in the handling of these data in conformance with all federal and state privacy legislation current in effect.

Payment of the fee will **not** provide for:

1. Ground or air mailing of updates or any other materials other than by First Class U.S. Postal delivery. Updates can be sent e-mail if size limitations are met. These will vary by client. Large attachments are prone to error. FTP transfer is possible if client will support it.
2. The development and implementation of software requested to meet unique needs, or specific facility needs including such items as program and report changes, additions, emendations. This also includes the support of these programs.
3. Training programs or other consultations. Cross training and new staff training are the responsibilities of the facility.
4. The addition of un-purchased modules to the system.
5. Support for non-standard printers. Full support is provided for HP and IBM standard printers. Please do not print checks with ink jet printers with water soluble ink. Consult the Technical Specification manual for further information.
6. Printing of software manuals. All manuals are provided as Portable Document Files. These are updated with each major software update. If desired, individual manuals can be e-mailed to clients with valid maintenance contracts.
7. Remedial network consultations and corrections of third party network setup errors.
8. The use of third party software in conjunction with vendor's software such as menuing systems and other memory/CPU intensive third party software. The vendor reserves the right to modify programs and databases regardless of the effect this may have on third party software.
9. The correction of data entry errors, made by the client or the misinterpretation of reports by the client.
10. The correction of corrupted files on the client's computer system. The vendor will assist the client in restoring the most recent backup when possible.
11. Custom or client produced changes are not covered. Inbox/Outbox applications are not included. Client produced enhancements are the property and responsibility of the client. It is the responsibility of the client to inform the vendor of any general or specific software that reads

from or depends upon the vendor's data files.

12. P&NP will maintain the appropriate insurance policies at a level acceptable to government entities. P&NP will send an only a generalized ACORD form as proof of insurance. Any facility desiring to be named an additional insured on the vendor's general liability policy is required to pay the additional annual fee for such service provision as set by P&NP's insurance carrier. The P&NP does not in the normal course of events provide any information on other insurance policies such as disability, workman's comp, etc.
13. All legal costs for Privacy Compliance Document Preparation and Review of documents from the client will be passed onto the client. This statement should not be construed to limited in any way those terms set forth in the HIPAA business agreement that the facility executes with P&NP on a regular basis.
14. Virus cleanup and damage diagnosis.

Either party may terminate this agreement at any time with thirty (30) days written notice to the other party. If the vendor terminates the agreement, a prorated refund will be made to the client. If the client terminates this agreement, the client shall not be entitled to a refund. The client may choose to omit non-package modules from the maintenance contract at their discretion, but the vendor needs to be informed in writing before the start of this contract so that an adjusted contract can be sent.

This agreement shall take effect upon receipt of the annual maintenance fee payment.

The following software is covered by this agreement:

RMS/FMS Package	\$26,500.00
Claim Scrubber/997 Reader Add-on	1,000.00
Resident Observations	7,500.00
Clinician Notes	1,400.00
Accident/Incident Reporting	1,400.00
Infection Tracking	1,400.00
Total software value	\$39,200.00
Cost for Maintenance Contract	x 15 00%
Total Amount due for Annual Maintenance Contract	\$5,880.00

**P&NP Computer
Services, Inc.**

Digitally signed by P&NP Computer Services,
Inc.
DN: c=US, postalCode=14420, st=NY,
l=Brockport, street=74 Main St, o=P&NP
Computer Services, Inc., cn=P&NP Computer
Services, Inc.
Date: 2013.02.19 11:20:31 -05'00'

Representative of P&NP Computer Services, Inc.

Administrator of Client Facility

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: WESTMOUNT HEALTH FACILITY

DATE: FEBRUARY 22, 2013

- (a) Purpose of Contract Change: Amend contract with Lori Girard, RD to increase hours from 17 hours weekly to 23 hours weekly at the same rate of \$32.00 per hour.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 735 of 2011
- (c) Name of Contractor: Lori Girard, RD
- (d) Address of Contractor: 7 Raymond Avenue, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Lori A. Girard, 518 792-8690
- (f) Commencement Date of Extension: Upon execution of Agreement
- (g) Termination Date of Extension: upon 30 days notice
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount \$32.00
iii) total amount not to exceed \$38,272.00 year
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Monthly
- (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: EF.82100.2900 437 Westmount, Dietary Services, Consulting Fee's - Contract \$38,272.00.

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

FROM: WESTMOUNT HEALTH FACILITY
Name of Department

SIGNED: Barbara Tassart Ibar

DATE: February 22, 2013

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
EF.73800.600 130	Westmount, Social Services, Clerical & Other Wages Salaries – Part Time	EF.83110.600 110	Westmount, Fiscal Services Office, Clerical & Other Wages, Salaries - Regular	9,000.00
EF.83500.8500 427	Westmount, Administrative Serv, Dues- Nursing Home Assoc Membership & Dues	EF.83110.600 110	Westmount, Fiscal Services Office, Clerical & Other Wages, Salaries - Regular	1,392.00
EF.83500.9105 469	Westmount, Administrative Serv, Other Direct Indirect Costs, Other Payments/Contributions	EF.83110.600 110	Westmount, Fiscal Services Office, Clerical & Other Wages, Salaries - Regular	5,789.00
EF.83110.6300 422	Westmount, Fiscal Services Office Repair & Maintain PS DA Equipment	EF.83110.600 110	Westmount, Fiscal Services Office, Clerical & Other Wages, Salaries - Regular	1,980.00

Please state reason for transfers requested: create a new Key Board Specialist position

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Westmount Health Facility hereby authorizes Pam French

(Supervisory Committee) (Employee Name)

to attend 10th Anniversary Social Service and Activities Conference

(Name of meeting or organization)

at Saratoga Holiday Inn

(Address)

on 3/21/12. Mode of transportation to be used County Vehicle

(Dates) (County Vehicle or Mass Transportation)

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

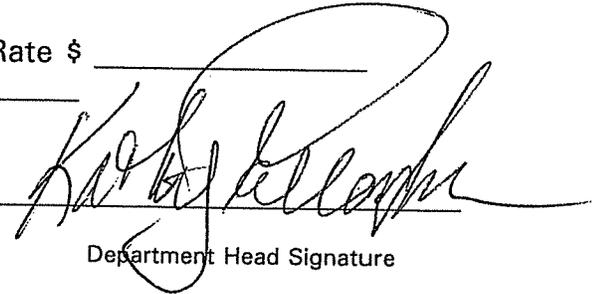
Proper documentation must be attached when submitting for approval.
(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ _____ GSA* Rate \$ _____
- Meal costs - GSA*per diem rate \$ _____
*www.gsa.gov

Date: 2/22/13



Department Head Signature

X Date: 2/25/13

X M4H SOKDI by phone (BH)

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:

February 14, 2013

Barbara Taggart, Administrator
Westmount Health Facility
42 Gurney Lane
Queensbury, NY 12804

Facility: **Westmount Health Facility**
Medicare Provider #: **33-5549**
Survey Exit Date: **01/15/2013**
Type of Survey: **Recertification/Abbreviated**

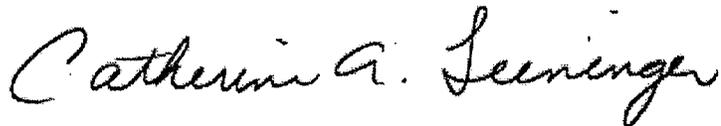
Dear Ms. Taggart:

This office has reviewed the Plan of Correction (POC) from the above referenced survey and determined that the POC is acceptable.

As a result of this decision, a post-survey revisit may be conducted to validate that the facility has made the corrections required.

Please contact me at (518) 408-5372 if you have any questions about the survey results.

Sincerely,



Catherine Leininger
Program Director for Continuing Care
Capital District Regional Office

cc: Matthew Sokol, Chairman

WARREN COUNTY TWO YEAR BUDGET COMPARISON

REVENUE AND EXPENDITURES FOR 2013 AS OF 2/15/2013 2:24:51 PM

EXPENSES	YTD ACTUAL THRU February 2013	YTD ACTUAL THRU February 2012	YTD 13 vs 12	% CHANGE	ANNUALIZED 13 EXPENSE	2013 AMENDED BUDGET	2012 AMENDED BUDGET
Salaries - Regular	\$309,925.64	\$333,940.31	(\$24,014.67)	-7.19%	\$2,120,542.22	\$3,135,576.00	\$2,813,060.00
Salaries - Overtime	\$47,752.69	\$40,315.00	\$7,437.69	18.45%	\$326,728.68	\$157,667.00	\$328,255.00
Salaries - Part Time	\$50,441.58	\$53,010.47	(\$2,568.89)	-4.85%	\$345,126.33	\$480,775.00	\$505,327.00
TOTALS	\$408,119.91	\$427,265.78	(\$19,145.87)	-4.48%	\$2,792,397.24	\$3,774,018.00	\$3,646,642.00

12.