

**Warren County Health Services
Health Services Committee Meeting
March 22, 2013
Information Submitted By: Patricia Auer, DPH/DPS**

Action Agenda/New Business

Request Resolution:

To amend the contract with Delta Health Technologies to provide remote host services for the Electronic Medical Records System for a five year term at the rate of \$2,575.00 per month, plus a one time server and configuration fee of \$1,200.00.

Rationale:

As we discussed at last month's meeting, we have had the system for five years and have been very satisfied with the product and the technical support we have received. We have anticipated this rate increase which will commence in June 2013 and have funds budgeted for it. Tammie DeLorenzo, Fiscal and Informatics Coordinator, will be present at the meeting to answer any questions.

Request Resolution:

To amend the Standard Ancillary Services Agreement with Fidelis Care New York to provide payment for immunization administration and vaccine fees for children and adults as well as other covered services in Public Health Programs, Long Term Care, Certified Home Health Agency and Early Intervention for those individuals enrolled in various managed insurance programs administered by Fidelis Care New York at the approved contract rates.

Rationale:

We have had a problem getting paid by Fidelis. We are being told by their insurance company staff that this amendment will correct the situation, and we will be paid for back denials.

Request Referral to Personnel Committee:

For consideration and authorization to back fill a Community Health Nurse Position.
Grade 20: Base Salary: \$42,818.

This vacancy has occurred due to a resignation. The committee may recall being apprised of this position several months ago.

Rationale:

Our plan had been not to replace the position at this time, but we now have a nurse out on long term disability (not anticipated back until mid September), and with the number of referrals and the fact that we have new nurses still coming up to speed, we cannot be down two full time positions. I have reviewed this situation with the County Administrator, and this is his proposal. The monies for the position are budgeted, and as you are aware, nursing visits are reimbursable, and we do not want to have situations where we are unable to take referrals.

Request Resolution:

To amend the contracts with Agencies who provide Early Intervention Services to children to reflect that as of April 1, 2013, all billing must be submitted directly to New York State Department of Health via the NYEIS (New York State Early Intervention System) program, or directly to Medicaid, and to state they must have a signed agreement with New York State Department of Health authorizing them as a provider of Early Intervention Services. Warren County will no longer be paying them directly.

Rationale:

This amendment is necessary to reflect the changes in the Early Intervention Program as of April 1, 2013. Those agencies involved include: Glens Falls Rehabilitation Center, Adirondack Enrichment PLLC, Prospect Child and Family Center, New Meadow Preschool, and Capital District Beginnings.

Request Resolution:

To extend the contract agreement with New York State Department of Health Bureau of Communicable Disease Control in a form approved by the County Attorney, for the five year period April 1, 2012 – March 31, 2017 in the amount of \$89,265.65 to cover the cost of expenses associated with the Rabies Program, as well as accept any COLA funds that might be available during the contract period.

Rationale:

Although New York State Department of Health is late in getting the contract renewal agreement out, it is retroactive so there will be no gaps in time where reimbursement was not available

Request Resolution:

To update the charges to insurance companies or individuals to reflect current costs of pharmaceuticals, clinic costs and nursing time for immunizations administered in a form approved by the County Attorney.

Rationale:

This is done on a periodic basis as prices need to be adjusted. This is a service provided to the public with the goal of recovering revenues to cover the entire cost. It would be helpful if we had the ability to adjust the prices as needed, such as if one vaccine cost increases we could increase the price without coming back to committee. We tend to wait until we have a few vaccines that have increased before returning to committee. Revenue would be a little more if we didn't do this. The list of vaccines that are administered will be available at the meeting should any committee members wish to see it.

Pending Items**Supervising Public Health Nurse Position:**

We have posted this position with the approved salary range of \$60,000 to \$64,050 depending on the amount and type of nursing experience. We are requesting resumes to be submitted by April 15, 2013 so we can interview, offer the position and have the candidate have enough time to give notice so we can be ready to fill the position when the current supervisor retires on May 24, 2013. After discussion with the County Administrator, we will return to committee to report on the candidate recruited and to set the salary.

Update on the Certificate of Need Process for Certified Home Health Agencies:
There is no new information to report.

Items for Discussion/Information

Emergency Response and Preparedness Activities

Please see **Attachment #1** for the monthly report.

Report of Expenditures, Revenues, Overtime and Per Diem Use

Please see **Attachment #2**.

Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the report and answer questions.

BOCES Preschool Program

We have received notification that BOCES plans to cease operation of the Preschool Special Education Program as of September 2013 it has become cost prohibitive. They will operate through the summer session, but it is likely only children who will transition to school age in September will be enrolled. Currently there are 21 Warren County children attending the program, and we will be working with other agencies to assure we will have capacity to provide services as needed.

Attachments:

#1 Emergency Response and Preparedness Activities Report

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

Red/Chempack; Green/SNS; Blue/Mass Fatality; Black/Training; Purple/Special Needs; Orange/Drill; Black/Pan Flu

Attachment 1

Date	Type	Subject/Comments	Attendees	Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu, Special Needs)
February	Updates	to all plans for grant deliverables due 4/15/13	Dan Durkee, Angela Meade, Laura Saffer, Ginelle Jones, Amy Drexel	
2/12/13	Meeting	L-2 BT Coordinators (Ballston Spa) - MCM/SNS Plans	Dan Durkee, Empire State College Student, Debby Rohde	SNS
2/13/13	Tabletop	Monthly GFH - Plane crash/mass fatalities (follow up to mass fatality team meeting)	Dan Durkee	Mass Fatality
2/13/13	Test	Accessing HCS through Time Warner Modem	Angela Meade	
2/15/13	Update	GETS/WPS Accounts revalidated	Ginelle Jones	
2/20/13	Meeting	L-2 SNS Plan Updates	Dan Durkee, Amy Drexel	SNS
2/20/13	Webinar	HCS Quickcr with Matt DeLafayette NYSDOH	Angela Meade	Training
2/21/13	Drill	Beeper	Ginelle Jones	Drill
2/21/13	Meeting	M-12 Planning meeting for 4/13/13 GFH bomb scenario functional drill at Queensbury Elementary School	Dan Durkee, Empire State College Student, Debby Rohde	Drill
2/27/13	Conf Call	L-2 SNS/MCM to review TAR	Dan Durkee, Ginelle Jones, Angela Meade, Laura Saffer, NYSDOH	SNS
2/27/13	Webinar	L-2 ClinOps "MCM Dispensing: Developing Site Specific Plans"	Dan Durkee, Laura Saffer, Angela Meade	SNS

February activities reviewed by DD/LS

Date	Type	Subject/Comments	Attendees	Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu, Special Needs)
3/5/13	Updates	to all plans for grant deliverables due 4/15/13	Dan Durkee, Angela Meade, Laura Saffer, Ginelle Jones, Amy Drexel	
3/5/13	Blast Fax	M-12 to Nursing Homes for 4/13/13 GFH bomb scenario functional drill at Queensbury Elementary School	Dan Durkee	
3/5/13	HCS Communications Directory	M-12 notification to Nursing Homes for 4/13/13 GFH bomb scenario functional drill at Queensbury Elementary School (IHANS Notification ID: 13974)	Dan Durkee, Ginelle Jones	
3/6/13	Meeting	L-2 SNS/MCM Brainstorming	Dan Durkee, Angela Meade	SNS
3/12/13	Meeting	BT Coordinators (Ballston Spa)	Dan Durkee, Laura Saffer	
3/13/13	Tabletop	M-12 Monthly GFH - Bomb explosion in community (preparing for 4/13 large-scale exercise)	Dan Durkee	
3/13/13	Meeting	Special Needs Registry	Dan Durkee, Angela Meade, IT, OES	Special Needs

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2013 AS OF 3/20/2013 10:14:34 AM

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

EXPENSES	2013 BUDGETED	2013 YTD ACTUAL	2012 Prior Year Totals
Salaries - Regular	\$2,854,176.00	\$538,928.95	\$2,793,241.49
Salaries - Overtime	\$137,500.00	\$37,728.46	\$134,883.37
Salaries - Part Time	\$279,557.00	\$39,007.65	\$219,854.62
Salaries - Sick Leave Incentive			\$800.00
100's PERSONAL SERVICES	\$3,271,233.00	\$615,665.06	\$3,148,779.48
200's EQUIPMENT	\$104,429.90	\$5,063.84	\$180,916.48
400's CONTRACTUAL	\$8,393,474.50	\$619,826.01	\$5,710,146.44
800's EMPLOYEE BENEFITS	\$1,790,236.00	\$426,626.24	\$1,613,381.81
TOTALS	\$13,559,373.40	\$1,667,181.15	\$10,653,224.21

REVENUES	2013 BUDGETED	2013 YTD ACTUAL	2012 Prior Year Totals
	\$11,107,094.00	\$528,238.02	\$7,891,292.20

Notes: Revenue of \$427,250.38 has been accrued for January 2013 billing for CHHA, LTC and MCH along with \$24,432 for WIC January 2013. Still to be noted for 2012, year end is still being finalized but we anticipate additional Revenues of just less than two million which is primarily related to Preschool services for the 2012/2013 school year and for WIC food vouchers for the year. However we also estimate less than one million in related WIC Food voucher expense to be added. We anticipate for 2012 that the net impact to the county will be less than budgeted.

Warren County Health Services
 Salaries Comparison

2012 vs 2013
 as of 3/10/13 Payroll date ending

Total of All Depts	YTD 2013	YTD 2012	YTD 13v12	% Change	Total Budget 2013	Total Actual 2012
Regular Salaries	\$538,928.95	\$540,489.98	-\$1,561.03	-0.29%	\$2,854,176.00	\$2,793,241.49
Overtime Salaries	\$37,728.46	\$27,697.58	\$10,030.88	36.22%	\$137,500.00	\$134,883.37
Part Time Salaries	\$39,007.65	\$41,063.58	-\$2,055.93	-5.01%	\$279,557.00	\$219,854.62
Sick Leave Incentive	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$800.00
TOTALS	\$615,665.06	\$609,251.14	\$6,413.92	1.05%	\$3,271,233.00	\$3,148,779.48

*Source: Detail G/L report for all Salary Category from 1/1/13-3/10/13

Note: Regular salaries are below last year due to nursing positions that were open and the time difference throughout year to fill those positions, however, overtime salaries for 2013 YTD are above 2012 YTD since coverage was needed for patients due to these staffing shortages. Now that most positions have been filled, we should see less overtime in the near future. Also in 2013, all union members got increases which are reflected above.

Part time salaries are below last year primarily due to the reduction in Part time salaries for the disease program in which many clinics have been eliminated or reduced.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: March 22, 2013

- (a) Purpose of Contract Change: To amend the contract agreement with Delta Health Technologies to provide remote host services for the electronic medical records system.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R142/2013 (see attached)
- (c) Name of Contractor: Delta Health Technologies
- (d) Address of Contractor: 400 Lakemont Park Blvd., Altoona, PA 16602
- (e) Contractor's Contact Person and Telephone Number:
Keith R. Crowover, President & CEO, 814-944-1651
- (f) Commencement Date of Amendment: June 1, 2013
- (g) Termination Date of Extension: March 31, 2018
- (h) Payment Provisions: Rate \$2,575.00 - Paid monthly upon receipt of invoice, plus \$1,200.00 one time server and configuration fee, paid upon receipt of invoice.
 - 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.
- (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:
A.4010.428 – Data Processing – Health Services

Warren County Board of Supervisors

RESOLUTION NO. 142 OF 2013

Resolution introduced by Supervisors Sokol, Conover, Frasier, Taylor and McDevitt

AUTHORIZING EXTENSION AGREEMENT WITH DELTA HEALTH TECHNOLOGIES, LLC FOR POINT OF CARE SOFTWARE SYSTEM FOR THE WARREN COUNTY HEALTH SERVICES DEPARTMENT (WC 40-08)

WHEREAS, the Director of Public Health/Patient Services is requesting that the agreement with Delta Health Technologies, LLC for the Point of Care software system for the Warren County Health Services Department be extended for a term commencing April 1, 2013 and terminating March 31, 2018 for an amount not to exceed Four Thousand Nine Hundred Forty-One Dollars (\$4,941) per month, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an extension agreement with Delta Health Technologies, LLC for the Point of Care software system for the Warren County Health Services Department for a term commencing April 1, 2013 and terminating March 31, 2018 for an amount not to exceed Four Thousand Nine Hundred Forty-One Dollars (\$4,941) per month, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.4010 428 Health Services, Data Processing & Internet Fees.

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**EXHIBIT A
ORDER FORM**

Order Form Effective Date: _____ Customer: Warren County Health Services

This Order is subject to and incorporates all of the provisions stated in the Delta License Agreement between Delta Health Technologies, LLC and Warren County Health Services, dated June 30, 2008 (the "Agreement"). Upon signature by authorized representatives of each party, this Order shall be deemed an amendment to the Agreement.

1. Customer is licensing the following products and acquiring the following third party software, equipment, and/or services from Delta:

Hosting	Monthly Hosting Fee	Additional Terms
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Encore Home Care V5.3

<u>Qty</u>	<u>Dell ID Number</u>	<u>Hardware and 3rd Party Software – One Time Fees</u>	<u>Extended Price</u>
1		Encore Database	included
1		Application – Citrix Server	included
1		Encore Test Server	Included
2		SQL Server 2008 Standard Processor CAL	included
6		Windows Server 2008 standard Processor CAL	Included
16		Windows Remote Desktop 2008 SAL	included
16		Citrix XenApp	included
1		Hosting Services	included
1		3 MB connection	included

Monthly Fees: \$2,575

Setup Fee

1	Server setup and configuration	Onetime fee	\$1,200
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The Delta RSM 4 Service requires a minimum 60 month contract

- Server(s) will be hosted in a Secure Data Center.
- Customer will use a Citrix Portal to access the Encore Published Applications.
- Offsite daily storage of customer backups.
- If a dial-up RAS for nightly communications is required this device will need to be provided by the customer and the device will need to reside at customer location, the preferred method for nightly communications is VPN access.
- Laptop support / maintenance are not covered under the RSM agreement, although support of the Delta application is covered on laptops.
- Customer will be responsible to provide an appropriate networking device at their location to enable a site to site secure tunnel between the data center and customer location (services can be provided by Delta if needed).
- Laptops will reside in the customers local domain, must have Anti-Virus, Whole Disk Encryption, and password policies.

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- Printer must be PCL compatible for Clinical printing.

Delta strongly recommends the use of whole disk encryption software on Point of Care devices to secure and protect the data in the event a device is stolen or lost. The Enterprise Edition of Microsoft Vista which Delta currently supports includes Bit Locker technology for whole disk encryption as a standard feature. Point of Care devices running Microsoft Windows XP Professional require use of a third-party whole disk encryption tool, which must be purchased separately. One such product Delta has validated for use with Encore Point of Care devices is PGP Whole Disk Encryption for Professionals. Other encryption packages may be used at the Customer's discretion, provided the software encrypts the entire hard drive rather than just files and folders.

2. Payment Terms: Fees are payable as follows:

- Professional Services: As incurred, monthly in arrears. Customer to pay travel and living expenses.
- Hosting: Monthly in advance, commencing on the date that a user is first able to access an Application for testing or adaptation.

DELTA HEALTH TECHNOLOGIES, LLC

By: _____

Print Name: Keith R. Crownover

Print Title: President & CEO

WARREN COUNTY HEALTH SERVICES

By: _____

Print Name: _____

Print Title: _____

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EXHIBIT D

Delta Health Technologies Hosted Solution

1. SCOPE OF SERVICE

1.1 **Service Description.** The Encore hosted solution (the "Service") enables customers to access the hosted solution utilizing a secure 128-bit encrypted Web portal. As part of the Service, Delta performs daily real-time monitoring of key metrics for the Operating System, SQL and Citrix, Delta Application Software change management services (installation of updates, releases and versions), change management for third party content providers (e.g., updated medication databases, ICD codes, server OS, SQL Databases, and Citrix), implement regulatory changes that are provided for the Software as part of the Delta Application support, technical, user support, and maintenance.

1.2 **Production Environment.** This Exhibit describes only the production Encore hosted solution environment by which applications are hosted by Delta. Delta also offers pre-production development and test environments as optional Services.

2. DELIVERY OF SERVICE

2.1 **Submission of Customer Order(s).** Use of Service is authorized for up to the number of "Users" identified in the Order Form by which the Services are added to the Agreement. "Users" are Customer employees and or Contractors who receive written authorization from Customer to use the Service -- pursuant to the terms of this Exhibit -- within the scope of their employment by Customer. To request the incorporation of additional Users or entities into the Service, the Customer will submit a request in writing to Delta. Delta promptly will provide Customer with a work order for these additional Users and/or entities that includes both the Services necessary to implement the Software for the additional Users or entity, as appropriate, as well as any additional recurring and one-time charges to add the expanded hosted Service.

2.2 **Service Review Meetings.** During the Agreement Term, the parties agree that their technical teams shall participate in periodic conference calls to discuss any additional needs of Customer along with Customer's current use and satisfaction with the Service(s) (including any problems or issues associated therewith) and to work together in good faith to jointly agree upon any changes or adaptations to any Service. In addition, the parties agree that reasonable efforts shall be made for their respective management teams, to meet face-to-face and telephonically as needed to discuss any outstanding issues and to discuss future use of the Service and any other products and services available from Delta.

2.3 **Delta Facilities.** Delta will provide and maintain the data center facilities in good working order. Customer is not permitted or allows others to have physical access to the Delta configuration at the data center facilities. The portion of the data center facilities dedicated to providing Services to Customer shall not be used for any purpose other than in accordance with this Agreement. Customer shall not take any action and shall not permit others to take any actions that cause the imposition of any lien or encumbrance on the data center. In no event will Delta be liable to Customer for interruption of Service or for any other loss, cost or damage caused by or related to use of the data center facilities in violation of this Agreement by Customer, its users, or third parties who are provided access to the facilities by Customer in violation of this Agreement. Customer shall reimburse Delta for any damages incurred as a result thereof for which receipts are provided to Customer. Both datacenter facilities are SSAE 16 certified.

2.4 **Customer-Provided Technology.** With regards to the Customer's routers, networks, servers, or other Customer-provided technology used for access to or the exchange of data in connection with the Service, Delta undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to the connection of the Encore Application.

2.5 **Software.** Delta will install only the Software and any back-end software, e.g.: operating systems, data base managers and other products required to operate the Software in a hosted environment. Neither the Customer nor Delta will install in the hosted environment any Customer-provided or other third-party software not described in an Order Form. Any third party software installed by Delta as required running the Encore Application will remain, as between the parties, the exclusive property of Delta. Customer will have the right to use said third party software during the Term.

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2.6 Scheduled Maintenance. Scheduled maintenance of the Encore hosted solution will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, Delta will: (i) use all reasonable efforts to provide Customer with at least three (3) business days' prior notice of such scheduled maintenance, (ii) cooperate with Customer and the affected Subscriber to minimize any disruption in the Services that may be caused by such scheduled maintenance, and (iii) perform such scheduled maintenance during non-peak hours, between the hours of 2:00 AM and 5:30 AM EST.

2.7 Support. Delta provides hosting support in coordination with the Application support program in the Agreement. The Customer is expected to have a first-tier support process to field calls from end users of the hosted Software and will only escalate to Delta those cases that the Customer's tier-one support determines to be as a result of a problem attributed to the hosted environment or with the Encore product itself. Customer will be responsible for on-site support, including, but not limited to, local network, VPN and client issues. Before opening support cases, the Customer's first-tier support shall:

- a. Rule out any local issues, e.g.: user training issues, desktop PC problems, network problems, etc., before opening up a support ticket.
- b. Verify that the problem is reproducible and that it is in fact a support issue and that Encore Application is not functioning as warranted.
- c. Resolve any routine Encore Application user access/permissions issues.
- d. Gather sufficient information from the person reporting the problem to appropriately scope the case. This information would include, but is not limited to, specific examples of the problem and reproduction steps.

The Customer's first-tier support must also be empowered and able to coordinate activities on the Customer's side as needed to advance resolution, for example: reach appropriate personnel on the Subscriber's interfaces team to address issues with the data feeds, and Subscriber's network team to address networking issues and/or desktop support team.

Hosting Support is available between the hours of 8:00 AM to 5:00 PM in the customer's time zone. Hosting Support between the hours of 5:01 PM to 7:59 AM in the customer's time zone is available by calling the after-hours support line at (800)444-1651.

2.8 Hosting Support Service Level Definitions. The Hosting Support team uses the following Service Levels to prioritize tickets. Keep in mind that situations can dictate urgency on an issue that may not be reflected within these definitions.

Issue	Level	Goal
<i>Urgent</i> Support issues that require immediate attention	1	Begin work on issue within 1 hour. Delta will work continuously and diligently until the reported item no longer qualifies under Level 1
<i>Very Important</i> Issues that are important, but do not rise to the level of urgent issues	2	Begin work on issue within 24 hours.
<i>Important</i> Issue of a less critical, although important nature.	3	Begin work on issue within 5 business days.
Issues of minimal impact; workaround exists	4	Begin work on issue within 30 business days.

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2.9 Monitoring. Delta will monitor the Service on a 24x7 basis, including monitoring the platform (servers, storage, datacenter network components) on which the Service is delivered, as well as the Encore Application products comprising the Service. Delta will use all reasonable efforts to resolve issues that impact the Services identified through monitoring.

2.10 Access. Delta will manage access to any data center facilities, including server computers, used in provision of the Service. Customer will be responsible for managing access to the Encore Applications and will create and maintain all user accounts in accordance with documented policy and procedure that it establishes.

2.11 Availability of Services. The Encore hosted applications will be available 24 hours a day, 7 days a week with the following exceptions **if needed**.

- a) 2 hour window once per week for application maintenance and optimization, between the hours of 2:00 AM and 5:30 AM EST.
- b) 2 hour window once per month for security and infrastructure patching, between the hours of 2:00 AM and 5:30 AM EST.
- c) Service interruptions for documented emergency fixes supplied by software/hardware vendor.

2.12 Uptime. The Encore hosted applications shall use commercially reasonable efforts to maintain a 99.73% or greater service availability per month excluding planned outages (see section 2.11 Availability of Services) and **Force Majeure**.

2.13 Backups and Contingency Plan. Delta incorporates 15 minute database transactional replication, locally, and a complete SAN replication every 2 hours to Delta's secondary datacenter. The second datacenter currently acts as a cold site with the capacity to bring up the application if a complete disaster at the primary site is declared. The primary site is built in a failover clustered environment to reduce issues related to hardware failure.

2.14 Performance of Services Offered. The Encore hosted applications will have a response time not exceeding 5-12 seconds for a full page delivery of the Log On page, a page deemed to have an adequate load of data from several selections of the database, 90% of the time over a broadband connection which is not experiencing network related delays. In the event of system degradation or outage, Delta will work diligently on a resolution or provide a reasonable temporary work around until the issue has been resolved.

2.16 Force Majeure. Neither Party shall be liable nor be able to terminate this contract for any failure to perform hereunder where such failure is proximately caused by Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or prolonged failure of electricity or other vital utility service. Any proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: March 22, 2013

- (a) Purpose of Contract Change: To amend the Standard Ancillary Services agreement with Fidelis Care New York to provide payment for immunization administration and vaccine fees for children and adults enrolled in various insurance programs administered by Fidelis Care New York at the approved contract rates.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R 298/2012 – See attached
- (c) Name of Contractor: Fidelis Care New York
- (d) Address of Contractor: 8 Southwoods Blvd, Albany, NY 12211
- (e) Contractor's Contact Person and Telephone Number:
JeriAnn Vincent, Sr. Contract Management Representative
Phone 518-445-3931, Fax 518-427-3514, E-Mail jvincent@fideliscare.org
- (f) Commencement Date of Amendment:
- (g) Termination Date of Extension: Same terms as current Fidelis agreement.
- (h) Payment Provisions: Paid per individual member, per terms of agreement
- 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.
- (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:
CHHA – A4010.1610
Long Term Care – A4016.1602
Early Intervention – A4015.0060.1604
Public Health Immunization – A4018.0030.1613

Auer, Pat

From: Driscoll, Tawn
Sent: Wednesday, March 06, 2013 4:24 PM
To: Auer, Pat
Subject: FW: Amendment

Attachments: Warren Cty amd.doc



Warren Cty
amd.doc (50 KB)

Here it is.

I will also sum up my conversation with her in another email.

I verified the 4 npi numbers..they are CHHA/LTC/PH and EI

Tawn Driscoll
Fiscal Manager
Warren County Health Services
Phone(518) 761-6415 ext 8730
Fax (518) 761-6418
email: driscollt@warrencountyny.gov

-----Original Message-----

From: jvincent@fideliscare.org [mailto:jvincent@fideliscare.org]
Sent: Wednesday, March 06, 2013 4:00 PM
To: Driscoll, Tawn
Subject: Amendment

Dear Tawn,

Attached please find the amendment as discussed earlier.

Please do not hesitate to call me with any questions. Once reviewed and signed, please fax the signature page only to my attention.

Thank you for your help.

(See attached file: Warren.Cty amd.doc)

JeriAnn Vincent
Sr. Contract Management Representative
Fidelis Care New York
8 Southwoods Blvd.
Albany NY 12211

Phone: (518) 445-3931
Fax: (518) 427-3514
jvincent@fideliscare.org

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AMENDMENT TO THE STANDARD ANCILLARY SERVICES AGREEMENT

This AMENDMENT TO THE STANDARD ANCILLARY SERVICES AGREEMENT dated this _____ day of _____ 2013, 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"), a public health department licensed to operate pursuant to New York State law.

WHEREAS, Plan and Provider entered into a certain Provider Agreement dated March 16, 2001 ("the Agreement") pursuant to which Provider became obligated to provide health services to Enrollees (as defined in the Agreement); and subsequently amended by the parties on October 1, 2011 and July 2, 2012; and

WHEREAS, Provider currently participates in Plan's prepaid health services plan; and

WHEREAS, Plan and Provider wish to amend certain sections of said Agreement,

NOW THEREFORE, in consideration of the premises and provisions herein, Plan and Provider covenant and agree as follows:

1. The addition of Ancillary Services and Immunizations as described in Attachment A.
2. 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.
3. This Amendment shall terminate upon the termination of the Agreement under the same terms and conditions specified herein.
4. All other terms and conditions of the Agreement, except as amended herein, shall remain the same and are hereby ratified and confirmed.
5. 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 on the date referenced above.

WARREN COUNTY HEALTH SERVICES

Provider (Please Print)

1340 State Route 9

Address

Lake George, N.Y. 12845

City, State, Zip Code

Entity Tax ID#: 14-6002576

Public Health: 1457571135

LTC: 1063638930

Early Intervention: 1265658140

Entity NPI#: CHHA: 1649496522

NEW YORK STATE CATHOLIC HEALTH

PLAN, INC. d/b/a Fidelis Care New York

95-25 Queens Boulevard

Rego Park, New York 11374

By: David P. Thomas

Its: Executive Vice President & Chief Operating Officer

Date:

Signature:

Name:

(Please Print)

Title:

Date:

Signature:

ATTACHMENT A

Vaccinations and Immunizations:

Medicaid Managed Care (up to age 19) & Child Health Plus programs:

Plan will pay \$12.00 administration fee per injection for vaccines and injections when given as part of the New York State Department of Health's recommended childhood immunizations. Vaccines are to be obtained via The Vaccines for Children Program (VFC). Prior approval may be required for vaccines not covered via VFC.

Family Health Plus program and Medicaid Managed Care (age 19-64):

Plan will pay for the cost of vaccines plus a \$12.00 administration fee for immunizations given to Family Health Plus members and Medicaid Managed Care members age 19-64 subject to the Plan's utilization management policies.

Ancillary Services Reimbursement

For Medicaid Managed Care & Family Health Plus & Child Health Plus

In addition to Primary Care and Specialist Services, Provider will provide to Enrollees, pursuant to the terms and conditions of this Agreement and the applicable Program Contract, all Ancillary Services available from Provider. Ancillary Services will be reimbursed according to the Medicaid fee schedule existing at the time the applicable service was rendered.

For Medicare Advantage

In addition to Primary Care and Specialist Services, Provider will provide to Enrollees, pursuant to the terms and conditions of this Agreement and the applicable Program Contract, all Ancillary Services available from Provider. Ancillary Services will be reimbursed at 95% of the prevailing Medicare rate for Provider's geographical area effective at the date of service.

error or are not the named recipient, please notify us immediately, either by contacting the sender at the electronic mail address noted above or calling Fidelis collect at (718) 896-6500, and delete and destroy all copies of this message. Thank you.

Warren County Board of Supervisors

RESOLUTION NO. 298 OF 2012

Resolution introduced by Supervisors Sokol, Thomas, Frasier, Taylor and McDevitt

AUTHORIZING AMENDMENT AGREEMENT WITH FIDELIS CARE NEW YORK TO INCLUDE THE SPECIFIC PERSONAL CARE AIDE SERVICES RATES ON SCHEDULE 5.2

WHEREAS, the Warren County Health Services Department (“Health Services”) currently has an agreement with Fidelis Care New York wherein Health Services provides home care services to participants in the Managed Medicaid and Child Health Plus Programs and is reimbursed at the current Medicaid established rates, and the Director of Public Health/Patient Services has received an Amendment to the Ancillary Provider Agreement, specifically Schedule 5.2, to include the specific Personal Care Aide services rates, which is attached hereto as Schedule “A”, and the Health Services Committee recommends Warren County enter into said Amendment Agreement, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the Amendment to the Ancillary Provider Agreement with Fidelis Care New York to include specific Personal Care Aide services rate as set forth in Schedule “A” attached hereto, in a form approved by the County Attorney.

RESOLUTION No. 298 OF 2012

PAGE 2 OF 2

SCHEDULE "A"

SCHEDULE 5.2B

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	\$125.00 per diem
T1019	Personal Care Services, Level I, per 15 min	\$5.75 per 15 minutes
T1020	Personal Care Services, Level II, per hour	\$25.00 per hour
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.

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 Health Services Payroll Dept. No. 3600
Title of Position Community #15 Health Nurse Annual Salary 52,973 Grade 20
Budget code and title Union Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other

Employee No. 8656

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

Source of reimbursement: Federal % State % Other %

Impact to Budget: 0 - 100% reimbursable as nursing visits are billable services

Personnel Officer has approved this form when initialed. RR

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services Date March 22, 2013

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

The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature]

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services Date March 22, 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 [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 _____

We will seek to recruit (as is normal procedure) the most educationally and experience qualified ^{nurse} as possible and place in the appropriate grade and salary schedule.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: March 22, 2013

- (a) Purpose of Contract Change: To amend contracts with Business Associates who provide Early Intervention Services to reflect new billing procedures as specified by NYSDOH in a form approved by the County Attorney.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: On file for all agencies, see R855/2010 amendment for all involved agencies.
- (c) Name of Contractor: See attached list for involved agencies
- (d) Address of Contractor: See attached list
- (e) Contractor's Contact Person and Telephone Number: See attached list
- (f) Commencement Date of Amendment: April 1, 2013
- (g) Termination Date of Amendment: Same contract terms except with deletion of Early Intervention Services.
- (h) Payment Provisions: No payment for Early Intervention Services – Providers to bill through NYEIS.
 - 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.
- (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: N/A

New Meadow Saratoga School
100 Saratoga Village Blvd.
Suite 35
Malta, NY 12020
Phone: 518-899-9235
Contact: Andrew McKenzie, Executive Director
E-Mail: amckenzie@newmeadow.org

Adirondack Enrichment, PLLC
13 Locust St.
Glens Falls, NY 12801
Phone: 518-761-2025
Contact: Heidi Underwood, Director
Website: www.adkenrichment.com

Prospect Child and Family Center
133 Aviation Road
Queensbury, NY 12804
Phone: 518-798-0170
Contact: Kim Heunemann, Director
E-Mail: Prospectcenter@roadunner.com

Glens Falls Hospital Rehabilitation Center
2 Country Club Road
Queensbury, NY 12804
Phone: 518-926-2000
Contact: Sharon Luckenbaugh, Executive Director
Website: www.glensfallshospital.org

Capital District Beginnings
597 Third Ave.
Troy, NY 12182
Phone: 518-233-0544
Contact: Paul Bashant, Director
E-Mail: beginnings@cdbegin.com

Warren County Board of Supervisors

RESOLUTION NO. 855 OF 2010

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

AUTHORIZING AMENDMENT AGREEMENTS WITH VARIOUS WARREN COUNTY HEALTH DEPARTMENT CONTRACTORS WITH REGARD TO HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS, FEDERAL AND STATE HEALTH CARE PROGRAM PROVIDER COMPLIANCE REQUIREMENTS - HEALTH SERVICES

WHEREAS, the Director of Public Health/Patient Services advises that new statutory and regulatory requirements relating to the Health Insurance Portability and Accountability Act (HIPAA) and federal/ state health care program provider compliance have become effective, and requests approval for the County to execute amendment agreements with various Warren County Health Department (Department) contractors and business associates which reflect terms relating to the new requirements, and

WHEREAS, the Director of Public Health/Patient Services further advises that additional requirements will be forthcoming and therefore is requesting that no further resolution be required for execution of future amendment agreements with various Department contractors and business associates relating to new and updated requirements for HIPAA and federal/state health care program provider compliance , now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute amendment agreements with the various Department contractors and business associates with regard to new or updated HIPAA, federal/state health care program provider compliance requirements, in a form approved by the County Attorney, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute any and all future amendment agreements with the various Department contractors and business associates with regard to newly implemented HIPAA, federal/state health care program provider compliance requirements, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: March 22, 2013

- (a) Purpose of Contract Change: To renew contract agreement with NYSDOH Bureau of Communicable Disease Control to authorize reimbursement for expenses related to the Rabies Program.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: On File
- (c) Name of Contractor: New York State Department of Health
Bureau of Communicable Disease Control
- (d) Address of Contractor: ESP Corning Tower, Room 651, Albany, NY 12237
- (e) Contractor's Contact Person and Telephone Number:
Renee Lund-Feisthamel or Lynda Lombardo – Phone 518-473-4439
E-Mail: * Renee – rll03@health.state.ny.us
Lynda – lpl02@health.state.ny.us
- (f) Commencement Date of Amendment: April 1, 2012
- (g) Termination Date of Extension: March 31, 2017
- (h) Payment Provisions: Quarterly voucher submission with backup detail for expenses.
- 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.
- (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:
Expense – A 4018.0030 435 Disease Program Medical Expenses
Revenue – A 4018.0030 3407

* Renee will be out until the end of April, Lynda is covering for her.

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

January 22, 2013

Patricia Auer
Public Health Director
Warren County Department of Health
Municipal Center
Lake George, New York 12845

Dear Ms. Auer:

The New York State Department of Health, Bureau of Communicable Disease Control (BCDC) and the Office of the State Comptroller (OSC) have determined that reimbursement to counties for rabies expenses will be accomplished through a formal contract retroactive to April 1, 2012. The contract structure/process which supports the provision of human rabies treatment, specimen collection, pet vaccination clinics, and education and prevention activities, has been revised from contracts originally in place in 2008. The following changes have been initiated to consolidate and streamline contract administration.

- The new multi-year contract no longer provides pre-set reimbursement rates for human rabies treatment, animal specimens prepared and shipped, and pet vaccination clinics that are conducted.
- An annual contract amount will be supplied, the county will use their own discretion when they submit reimbursement requests. No extra funds will be available when this annual amount has been completely used.
- In addition, please note that reimbursement can now be requested for education and prevention expenses. All documentation must be submitted with the voucher to receive this reimbursement.
- The implementation of the new Statewide Financial System (SFS) has created the need for a new voucher. If you are not already using this voucher, please start now. The voucher and directions are also attached with this letter.

Your estimated grant award for each year of this contract, April 1, 2012 through March 31, 2013 will be \$17,853.13. Your total for 5 years will be \$89,265.65. As indicated above, reimbursement is dependent on the actual number of human rabies treatments, specimens collected, pet vaccination clinics, and education and prevention activities, and cannot exceed the estimated allocation. We ask that you be diligent in ensuring your county keep expenses within the estimated amount

HEALTH.NY.GOV
facebook.com/NYSDOH
twitter.com/HealthNYGov

allocated. Supporting documentation submitted to BCDC must accompany your request for reimbursement

Attached to this email for signature is your proposed Contract Agreement. Please print out two (2) originals and follow the instructions below for both original copies of the enclosed Contract Agreement and return the completed documents as soon as possible.

Instructions for Completing Contract Agreement

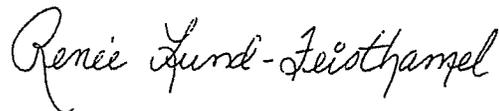
1. On the Contractor Signature line of the agreement, place the original signature of an individual authorized by your organization to endorse legal contracts.
2. Enter the endorser's title and the date of signature on the lines indicated.
3. Complete the Notarization section on the bottom of each Contract Agreement signature page. This section must be completed by a notary public. **Please ensure the notary commission date on the notary stamp is current.**
4. Return both original completed agreements (express mail is suggested) to:

Renee Lund-Feisthamel
Bureau of Communicable Disease Control
New York State Department of Health
ESP – Corning Tower – Rm 651
Albany, New York 12237

Services covered under this contract cannot be paid until the contract is approved by the New York State Office of State Comptroller. Once the contract is approved, an original signed copy will be forwarded to you. To expedite execution of your contract, please return all contract materials promptly.

If you have any questions, do not hesitate to contact me at 518-473-4439.

Sincerely,



Renee Lund-Feisthamel
Health Program Administrator
Bureau of Communicable Disease Control

ATT.

cc: Tawn Driscoll

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY:
 New York State Department of Health
 Bureau of Communicable Disease Control
 ESP – Corning Tower – Room 651
 Albany, New York 12237

CONTRACT NUMBER:
 C-027952

ORIGINATING AGENCY GLBU: DOH01

DEPARTMENT ID: 3450250

CONTRACTOR:
 Warren County Department of Health
 Municipal Center
 Lake George, New York 12845

TYPE OF PROGRAM(S):

Aid to Localities
 Rabies Reimbursement

NYS VENDOR IDENTIFICATION NUMBER:
 1000002438

MULTI YEAR CONTRACT PERIOD:

FROM: April 1, 2012
TO: March 31, 2017

MUNICIPALITY NUMBER (If Applicable):
 52010000000

FUNDING AMT. FOR INITIAL PERIOD:
 17,853.13

CHARITIES REGISTRATION NUMBER:
 or () EXEMPT
 (If EXEMPT, indicate basis for exemption):

TOTAL MULTI-YEAR FUNDING AMT.:
 89,265.65

**CONTRACTOR HAS () HAS NOT ()
 TIMELY FILED WITH THE ATTORNEY
 GENERAL'S CHARITIES BUREAU ALL
 REQUIRED PERIODIC OR ANNUAL
 WRITTEN REPORTS.**

THE CONTRACTOR Is Is Not
 A Sectarian Entity

THE CONTRACTOR Is Is Not
 A Not-For-Profit Organization

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- | | | |
|----------|--------------|--|
| <u>X</u> | Appendix A | Standard Clauses as required by the Attorney General for all State Contracts |
| <u>X</u> | Appendix A-1 | Agency-Specific Clauses |
| <u>X</u> | Appendix B | Budget |
| <u>X</u> | Appendix C | Payment and Reporting Schedule |
| <u>X</u> | Appendix D | Program Workplan |
| <u>X</u> | Appendix X | Modification Agreement Form [to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods] |

OTHER APPENDICES

- | | | |
|----------|----------------|--|
| _____ | Appendix A-2 | Program-Specific Clauses |
| _____ | Appendix E-1 | Proof of Workers' Compensation Coverage |
| _____ | Appendix E-2 | Proof of Disability Insurance Coverage |
| <u>X</u> | Appendix H | Federal Health Insurance Portability and Accountability Act Business Associate Agreement |
| _____ | Appendix _____ | |
| _____ | Appendix _____ | |

**STATE OF NEW YORK
MULTI YEAR AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of the AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Total Multi-Year Funding Amount" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency requirements as stated in Appendix A-1.

- E. Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract must be submitted to OSC for approval when:

The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

- F. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- G. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- H. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE'S designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained in confidence and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, and as may be specified in Appendix A-1.

APPENDIX - A

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color,

national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **Identification Number(s).** Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status. shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the

prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: gpa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is

consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX – A1

APPENDIX A-1
(REV 10/12)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
 - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the

CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- i. If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- ii. The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or 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. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

iii. This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person 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 this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 2701, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- iv. The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
 9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
 10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
 11. Where the State does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - any proposed modification to the contract which results in a change equal to or greater than 10 percent (for contracts less than five million dollars) or 5 percent (for contracts more than five million dollars) to the total contract value must be submitted to OSC for approval;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
- a. Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
 - **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance
 - b. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
 - **DB-155** -- Certificate of Disability Benefits Self-Insurance
14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

17. Notices:

All notices permitted or required hereunder shall be in writing and shall be transmitted either: a) via certified or registered United States mail, return receipt requested; b) by facsimile transmission; c) by personal delivery; d) by expedited delivery service; or e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Renee Lund-Feisthamel
Title: Health Program Administrator
Address: ESP – Corning Tower – Room 651, Albany, NY 12237
Telephone Number: 518-473-4439
Facsimile Number: 518-474-7381
E-Mail Address: RLL03@health.state.ny.us

Warren County Department of Health

Name: Patricia Auer
Title: Public Health Director
Address: Municipal Center Lake George, New York 12845
Telephone Number: 518-761-6571
Facsimile Number: 518-761-6422
E-Mail Address: auerp@co.warren.ny.us

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

APPENDIX - B

**APPENDIX B
INITIAL PERIOD BUDGET
(Sample Format)**

Vendor/Organization Name: Warren County Department of Health C-027952

Budget Period (month/day/year): April 1, 2012 through March 31, 2013

Personal Service

<u>No. of Positions</u>	<u>Title</u>	<u>Annual Salary</u>	<u>% Time Devoted to This Project</u>	Total Amount Budgeted from <u>NYS</u>
Total Salary				
Fringe Benefits (Specify Rate)				
Total Personal Services				

Other Than Personal Service

- Supplies
- Travel
- Insurance
- Telephone
- Postage
- Contractual Services (*attach sheet*)

Reimbursement for human rabies postexposure treatment, specimen preparation and shipment, pet vaccination clinics that are carried out according to rabies protocol, and rabies prevention and education. Actual expenses for these items will be reimbursed to the county up to the annual awarded amount.

Budget Amount April 1, 2012 – March 31, 2013
\$17,853.13

*describing work to be performed
and estimated costs)*

Equipment (*attach sheet listing
the equipment and the estimated
cost*)

Other (*attach sheet specifying – e.g., meeting expenses, photocopy,
etc.*)

Total Other Than Personal Service 17,853.13

GRAND TOTAL 17,853.13

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: n/a

**APPENDIX B
ENTIRE MULTI YEAR BUDGET
(Sample Format)**

Vendor/Organization Name: Warren County Department of Health C-027952

Budget Period (month/day/year): April 1, 2012 through March 31, 2017

Personal Service

<u>No. of Positions</u>	<u>Title</u>	<u>Annual Salary</u>	<u>% Time Devoted to This Project</u>	<u>Total Amount Budgeted from NYS</u>
Total Salary		_____		
Fringe Benefits (Specify Rate)		_____		
Total Personal Services				_____

Other Than Personal Service

- Supplies
- Travel
- Insurance
- Telephone
- Postage
- Contractual Services (*attach sheet*)

Reimbursement for human rabies postexposure treatment, specimen preparation and shipment, pet vaccination clinics that are carried out according to rabies protocol, and rabies prevention and education. Actual expenses for these items will be reimbursed to the county up to the annual awarded amount.

Budget Amount April 1, 2012 – March 31, 2013 17,853.13
 Budget Amount April 1, 2013 – March 31, 2014 17,853.13
 Budget Amount April 1, 2014 – March 31, 2015 17,853.13
 Budget Amount April 1, 2015 – March 31, 2016 17,853.13
 Budget Amount April 1, 2016 – March 31, 2017 17,853.13
 Total 5 year Budget 89,265.65

*describing work to be performed
and estimated costs)*

Equipment (*attach sheet listing
the equipment and the estimated
cost*)

Other (*attach sheet specifying-e.g. meeting expenses, photocopy, etc.*)

Total Other Than Personal Service _____ 89,265.65

GRAND TOTAL

89,265.65

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: n/a

APPENDIX - C

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or, if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE'S designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a proper voucher for this payment has been received in the STATE'S designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating

circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Communicable Disease Control, ESP – Corning Tower – Room 651, Albany, New York 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: Warren County Department of Health C-027952

Budget Period: April 1, 2012 – March 31, 2017

- A. Warren County Department of Health will submit vouchers with supporting documentation on a quarterly basis, not later than 30 days from the end of each quarter. Such documentation includes a Master Patient List, Human Treatment Expense Sheet, Specimen Preparation, Treatment Cost Sheet, Vaccination Clinic Cost Breakdown by category, and Educational Documentation.

APPENDIX - D

APPENDIX D

RABIES WORKPLAN

Warren County Department of Health
Contract Number: C-027952

I. Purpose of Agreement

The primary purpose of this Agreement is to implement a rabies plan that will protect the residents of the county from contracting rabies. The county has developed a comprehensive rabies protocol based on current NYSDOH guidelines. The protocol as approved by the Department of Health will be used to implement this AGREEMENT and is hereby incorporated into this Workplan.

This AGREEMENT also allows for reimbursement to counties of actual expenses for certain activities related to rabies control. These activities are county authorized, human postexposure treatment; specimen preparation and shipment; pet vaccination clinics; and rabies education and prevention.

II. Municipal Public Health Services Plan

The protocol developed as part of this agreement must also be incorporated into the county's Municipal Health Services Plan.

III. Reimbursement

The DEPARTMENT agrees to provide local assistance funding to the county for the activities undertaken pursuant to this AGREEMENT in accordance with the budget described in Appendix B.

By authorizing treatment of individuals due to rabies exposure, the local health department certifies that an investigation was conducted into the circumstances of the exposure and that the treatment is warranted and consistent with established NYSDOH protocols and guidelines. Expenses related to human postexposure treatment include rabies immune globulin, rabies vaccine, and the costs to administer the immune globulin and vaccine (i.e., hospital or private physician). The county must incur expenses in order to be reimbursed. All human postexposure treatment and specimen shipments authorized by the county and carried out according to the county's rabies protocol as outlined in this workplan must not result in an out-of-pocket expense for the individual exposed.

Regarding human postexposure treatment expenses, the county must ensure that third-party reimbursement is pursued prior to the submission of claims to the State. Third-party includes private insurance and Medicaid and Medicare, as appropriate. All third-party claims must be resolved prior to the submission of claims for payment. Expenses related to specimen preparation and shipment and may include costs associated with the euthanasia (if necessary and owner does not pay), decapitation, preparation and shipment of specimens.

The local health department shall hold a pet vaccination clinic for cats, dogs, and domesticated ferrets every four months. Reasonable expenses related to holding vaccination clinics are reimbursable. All advertising for clinics must indicate that the clinics are free of charge to county residents. Any donations received must be used to offset costs being claimed for reimbursement.

The local health department may use allocated funds for educational and preventive services, such as; public awareness campaigns; development and distribution of materials approved by NYSDOH Bureau of Communicable Disease Control; and training to increase awareness among pet dealers, animal care professionals, and animal and human health professionals specifically regarding rabies epidemiology, prevention and control. If other agencies, vet hospitals, etc. provide support for any of these services, those donations should offset expenses before reimbursement is requested from the state.

If expenses exceed the reimbursement levels set under this allocation, the excess amount may be claimed against State Aid according to the rules and procedures allowed under the county's approved Municipal Public Health Services Plan.

IV. Compliance

It is expressly understood and agreed that the services provided hereunder shall conform with, and be provided in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations, as well as those court determinations, including limitation, decision, orders, judgments, etc. generally or specifically applicable to the subject matter of this AGREEMENT.

V. Rabies Protocol

The county's rabies protocol will be updated as necessary and as directed by the Bureau of Communicable Disease Control/Rabies Program. Continuation of this AGREEMENT is contingent upon submission of updated protocols. Updated rabies protocols as approved by the Bureau of Communicable Disease Control/Rabies Program will be incorporated by reference into this AGREEMENT, and will, along with the requirements in this Appendix, form the basis of the County's specific workplan for the purposes of this AGREEMENT. Updates to the rabies protocol for your county will be kept on file in the Rabies Program and in the county's offices.

APPENDIX – H

APPENDIX H

For CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPPA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
 - A. "Business Associate" shall mean CONTRACTOR.
 - B. "Covered Program" shall mean the STATE.
 - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required by Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
 - C. Business associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - E. Business associate agrees to ensure that any agent, including a subcontractor, to whom it Provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.
 - F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of,

Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

- I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
- K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, CFR § 164.312, and 45 CFR § 164.316.

III. Permitted Uses and Disclosures by Business Associate.

- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of the AGREEMENT and cure is not possible.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

APPENDIX - X

GLBU: DOH01

APPENDIX X

Contract Number: C-027952 Contractor: Warren County Department of Health

Amendment Number X - Department ID: 3450250

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
Modifies the contract period at additional cost
Modifies the budget or payment terms
Modifies the workplan or deliverables
Replaces appendix(es) with the attached appendix(es)
Adds the attached appendix(es)
Other (describe)

This amendment is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ (Value before amendment) From / / To / /

This amendment provides the following modification (complete only items being modified):

\$ From / / To / /

This will result in new contract terms of:

\$ (All years thus far combined) From (Initial start date) / / To (Amendment end date) / /

Signature Page for:

Contract Number: C-027952 Contractor: Warren County Department of Health

Amendment Number X - Department ID: 3450250

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)

County of _____) SS:

On the ___ day of _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary)

STATE AGENCY SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name

Title: _____

STATE AGENCY CLARIFICATION:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

By: _____

By: _____

Date: _____

Date: _____

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: March 22, 2013

- (a) Purpose of Request: To update charges to insurances or individuals to reflect current costs of pharmaceuticals as well as clinic costs and nursing time for immunizations administered in a form approved by the county attorney.
- (b) Details: This information/charges are updated periodically to assure we are covering our costs for providing the services.
- (c) Previous Resolution Number: On File

Vaccines	Cost to Us	Suggested Price	Current Price	
DTaP	18.65	43.65	X	
Hep A Pediatric	18.00	43.00	X	
Hep A Adult	25.85	50.85	47.00	
Hep B Pediatric	12.50	37.50	X	
Hep B Adult	32.75	57.75	54.00	
Hib	18.40	43.40	X	
HPV	129.58	154.58	148.00	
Japanese Encephalitis	229.47	254.47	241.00	
Kinrix	41.20	66.20	X	
Menactra	109.00	134.00	131.00	
Menomune	113.19	138.00	133.00	
MMR	51.76	76.76	73.00	
Pediarix (DTap, Hep B, IPV)	X	X	X	
Pentacel (DTap, IPV, Hib)	76.67	101.67	X	
PPD Screening	3.50	28.50	28.00	
Polio	27.44	52.44	49.00	
Pneumovax	62.49	87.49	74.00	
Prennar (Pneumococcal 13-Valent Conjugate)	61.56	86.56	X	
Rabies PreExposure	198.32	223.00	211.00	
Rotateq	X	X	X	
Td Adult	X	X	X	
Tdap	30.77	55.77	58.00	
Twinrix	51.00	76.00	71.00	
Typhoid (injection)	51.50	76.50	78.00	20 dose vials
Varivax	90.00	115.00	112.00	
Yellow Fever	98.51	123.51	110.00	
Zostavax (Shingles)	159.00	184.00	179.00	
Influenza (age 6 mos - 18yrs)				
Influenza (Adult)				
Influenza Intranasal				
Other				
Administration Fee				
Travel Clinic Consultation Fee: Initial				
Travel Clinic Consultation Fee:				