

**Warren County Health Services
Health Services Committee Meeting
July 25, 2013
Information Submitted By: Patricia Auer, DPH/DPS**

Action Agenda/New Business

Request Resolution:

To accept the 2012 Annual Report for Warren County Health Services.

Rationale:

This formal acceptance is required annually by the New York State Department of Health. We will be happy to answer any questions the committee members may have at the meeting.

Request Committee Approval:

To allow Tammie DeLorenzo, Clinical and Fiscal Informatics Coordinator, to attend the Home Care Association of New York State Senior and Financial Managers Conference at Mohonk Mountain House in New Paltz, New York on September 10 and 11. The cost for the conference will be \$681, which includes the conference fee, lodging and all meals. The only additional costs will be for gas, if needed, and tolls.

Rationale:

We have not had a representative from our agency attend this offering for the past several years because it is expensive. The last time anyone attended, the conference was held in Saratoga, but it has since been moved to New Paltz. This year there is much information on reimbursement for both Medicare and Medicaid, as well as negotiating managed care contracts, and learning about the federal issues, both fiscal and policy challenges, impacting the home care community.

Request Resolution:

To authorize a contract agreement with Weston Paxson Senior Rehab Services LLC to provide physical and occupational services to Medicare Part A eligible patients residing in Emeritus at Landing of Queensbury.

Request Resolution:

To authorize a contract agreement with PRN Physical and Occupational Therapy Network to provide physical and occupational therapy services to Medicare Part A eligible patients residing at the Glen at Hiland Meadow Queensbury.

Rationale:

Both of the above businesses are run by the same administrative staff, and have the same staff serving The Landing and The Glen residents. They have had agreements with the agencies as many of the Residents require long term home exercise programs and pay privately for the services. In the event a resident requires skilled therapy services that are covered by Medicare Part A, these agencies, not being a Certified Home Health Agency are not able to bill. These agreements would promote continuity of patient care as it will allow us to pay Weston Paxson and PRN at our business associate rates and oversee the care while allowing eligible patients to maximize Medicare Part A benefits. This is revenue generating for our agency and also helps to assure that skilled nursing and therapy referrals from the Landing and the Glen will come to us.

Request Resolution:

To amend the contract with Prospect Child and Family Center to reflect an organizational merger with the Center for Disability Services. The name of the facility, effective July 1, 2013, is now to be known as Center for Disability Services d/b/a Prospect Center.

Rationale:

Remittances for services provided for preschool children will now be sent to the Center for Disability Services in Albany, as opposed to Prospect School.

Request Resolution:

To amend the Resolution 193/2010 with Strategic Healthcare Programs LLC to reflect an increase in the annual rate from \$6,995.00 to \$7,594.50 to allow for the continued provision of benchmarking and consumer assessment of health care providers and systems (CAHPS). The fee for each CAHPS survey will remain at \$1.95 per survey for a one year term in a form approved by the County Attorney.

Rationale:

It is required by the Centers for Medicare and Medicaid Services (CMS) that we have a contracted vendor and a plan in place to assure these services are accomplished on a timely basis. We have been successfully utilizing this vendor for two years and this is the first increase requested. There are funds available in our data processing budget line to cover this expense.

Request Resolution:

To renew the contract with the New York State Department of Health to allow continued receipt of funding for the WIC Program for the contract year October 1, 2013 – September 30, 2014 in the amount not to exceed five hundred one thousand nine hundred thirty four dollar (\$501,934) plus authorize the execution of any documents necessary to accept an cost of living adjustment (COLA) payments that the county may receive and/or any other monies made available to the county under the term of the grant in a form approved by the County Attorney.

Rationale:

These funds cover the operation of the entire WIC Program, and the amount is the same as last year.

We have received an "unofficial" e-mail from our regional state representative that we can expect to receive COLA funds of approximately 8% later in the year and we can expect to receive formal notification in a few months as has been the case in the past.

Next month we plan to bring to committee some proposed changes in staffing as well as the rationale that will allow for greater maximization of the grant funds and more clearly define the staff job responsibilities. We are waiting until next month as we want to be assure the plan is approved by the state and no funding will be jeopardized.

Request Resolution:

To transfer funds from Health Services – Contract Expense to Health Services Retirees Health Insurance in the amount of \$5,309.50. Please see **Attachment #4** which will be distributed at the meeting.

Rationale:

We have had a nurse retire that we did not predict in the 2013 Budget who needs hospitalization costs covered. Tawn Driscoll, Fiscal Manager, will be present at the meeting to answer any questions.

Request Resolution:

To amend the contract with CDPHP (Capital District Physicians Health Plan) at the request of CDPHP to insert language required by CMS (Centers of Medicaid and Medicare) into the Medicare schedules of CDPHP agreements to include prompt pay language to ensure equitable settlement of claims, submission of requirements and clean claim definitions set forth in the NY State Insurance Law 3224-a, as already stipulated in the base agreement applies to the Medicare product schedule. Additionally, language regarding Medicare Compliance training will be added in the agreement.

Rationale:

This is just language adjustment, and has no bearing on the reimbursement structure of the agreement.

Request Resolution:

To amend the contract with Ivans Inc. to reflect the company's merger with Ability Network Inc, and to further change the terms of the agreement with Ivans to authorize the purchase and use of the web based product that allows us to bill an unrestricted number of Medicare Claims, for an annual amount of \$2,433, in a form approved by the County Attorney.

Rationale:

We have had the contract with Ivans for a dial up service for Medicare claims submission since 2002 and have been paying \$1,278 annually. The merger with Ability Network will be a web based product and the dial up will no longer be an option. If we wish to bill claims for services covered by Medicare (and we do) we have no choice except to purchase this plan.

Pending Items**Update on the Impact of Additional Certified Home Health Agencies in Warren County:**

Beginning next month, we will remove this item from "Pending" and move it to "Items for Discussion/Information," and routine information and updates will be provided.

We have to date seen no impact on business, and we are very busy. We are in the process of finalizing our new agency brochure that the Tourism Creative Director has been helping us prepare, and we have begun planning advertising and marketing strategies.

We will keep you updated. Please see **Attachment #5**, which will be updated monthly.

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**.

Revenue and Expense Comparison Report for 2012 vs 2013 Please see **Attachment #3**.

This is a new report that can be routinely provided if the committee would find it helpful.

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

Attachments:

Copy: 2012 Annual Report to be kept on file with the Minutes of the Meeting

#1 Emergency Response and Preparedness Activities Report

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

#3 Revenue and Expense Comparison Reports for 2012 vs 2013

#4 Budget Transfer Request

#5 Referral Number Comparisons

BT ACTIVITY SHEET
BP2 - 7/1/13 - 6/30/14

Page 1

Topic Color Codes

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

Attachment 1

1ST QUARTER ACTIVITIES (July 1, 2013 – September 30, 2013)

Date	Type	Subject/Comments	Attendees	Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu, Special Needs)
7/8/13	Meeting	Updates to Chempack Plan	Dan Durkee, Amy Drexel	Chempack
7/10/13	Tabletop	GFH – Chemical Release in dialysis unit/evacuation	Laura Saffer	
7/16/13	Training	CPR – Health Services Nurses	Laura Saffer	Training
7/24/13	Meeting	Quarterly EPR Committee	Dan Durkee, et.al	
7/30/13	Training	CPR – Health Services Nurses	Laura Saffer	

July activities reviewed by DD/LS/GJ

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2013 AS OF 7/19/2013 5:19:51 PM

FUND(S): A, CL, D; DM, EF, GI, MS, SD, V

CODE(S): 4010, 4011, 4013, 4016, 4018, 4046, 4054, 4189, 4025

EXPENSES	2013 BUDGETED	2013 YTD ACTUAL	2012 Prior Year Totals
Salaries - Regular	\$2,860,129.00	\$1,505,801.66	\$2,792,734.39
Salaries - Overtime	\$137,500.00	\$93,390.97	\$134,883.37
Salaries - Part Time	\$279,557.00	\$126,218.72	\$219,854.62
Salaries - Sick Leave Incentive			\$800.00
100's PERSONAL SERVICES	\$3,277,186.00	\$1,725,411.35	\$3,148,272.38
200's EQUIPMENT	\$112,120.90	\$99,631.97	\$180,916.48
400's CONTRACTUAL	\$8,394,117.50	\$2,377,243.99	\$6,668,622.53
800's EMPLOYEE BENEFITS	\$1,786,915.62	\$1,011,805.45	\$1,613,292.82
TOTALS	\$13,570,340.02	\$5,214,092.76	\$11,611,104.21
REVENUES	2013 BUDGETED	2013 YTD ACTUAL	2012 Prior Year Totals
	\$11,107,737.00	\$2,759,629.80	\$9,525,798.76

Notes: We are currently working on June billing for out CHHA, LTC and MCH programs. While we are halfway through the year, revenues do not reflect at this time half of anticipated revenues, however expenses are usually current. Preschool revenues are booked periodically throughout the year, however final balances will be reflected by year end. While payroll categories may seem a bit skewed, overall total personal services to date are 52.65% of budget as of 7/19/2013, which is on target for the year. (see detail below).

Warren County Health Services

Salaries Comparison

2012 vs 2013

as of 7/14/13 Payroll date ending

Total of All Depts	YTD 2013	YTD 2012	YTD 13v12	% Change	Total Budget 2013	Total Actual 2012
Regular Salaries	\$1,505,801.66	\$1,527,402.46	-\$21,600.80	-1.41%	\$2,860,129.00	\$2,792,734.39
Overtime Salaries	\$93,390.97	\$70,220.15	\$23,170.82	33.00%	\$137,500.00	\$134,883.37
Part Time Salaries	\$126,218.72	\$115,953.25	\$10,265.47	8.85%	\$279,557.00	\$219,854.62
Sick Leave Incentive	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$800.00
TOTALS	\$1,725,411.35	\$1,713,575.86	\$11,835.49	0.69%	\$3,277,186.00	\$3,148,272.38
% current YTD Salary to Total Budget	52.65%	54.43%				

*Source: Detail G/L report for all Salary Category from 1/1/XX-7/14/XX

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 & Part time salaries for 2013 YTD are above 2012 YTD since coverage was needed for patients due to these staffing shortages. Positions still remain to be filled, and when finalized, both overtime and part time salaries should decrease before year end. Also in 2013, all union members got increases which are reflected above.

ATTACHMENT #2

WARREN COUNTY HEALTH SERVICES BUDGET

Revenue and Expense Comparison for 2012 vs 2013 as of 7/25/13 meeting

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V

CODE(S): 4010, 4011, 4013, 4016, 4018, 4046, 4054, 4189, 4025

EXPENSES	7/25/13 Meeting 2013 YTD Actual as of 7/19/13 G/L	7/27/12 Meeting 2012 YTD Actual as of 7/24/12 G/L	Variance
Salaries - Regular	\$1,505,801.66	\$1,527,402.46	(\$21,600.80)
Salaries - Overtime	\$93,390.97	\$70,220.15	\$23,170.82
Salaries - Part Time	\$126,218.72	\$115,953.25	\$10,265.47
Salaries - Sick Leave Incentive	\$0.00	\$0.00	\$0.00
100's PERSONAL SERVICES	\$1,725,411.35	\$1,713,575.86	\$11,835.49
200's EQUIPMENT	\$99,631.97	\$103,260.50	(\$3,628.53)
400's CONTRACTUAL	\$2,377,243.99	\$2,582,908.94	(\$205,664.95)
800's EMPLOYEE BENEFITS	\$1,011,805.45	\$919,144.39	\$92,661.06
TOTALS	\$5,214,092.76	\$5,318,889.69	(\$104,796.93)
REVENUES	2013 YTD ACTUAL	2012 Prior Year Totals	
	\$2,759,629.80	\$2,555,411.57	\$204,218.23

*Note : Comparisons from 7/25/13 Health Services Committee meeting to 7/27/12 meeting.
Also note that in 2013 there were both salary and fringe benefit increases made per CSEA contract.

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

SIGNED: Patricia [Signature]

DATE: 7/26/13

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1.	A.4010.470	Health Services -Contract Expense	A.4010.861	Health Services-Retirees Hospitalization	\$5,309.50

Total Transfers **\$5,309.50**

1. To transfer funds to cover Retiree Hospitalization from August to December, due to a retirement this year June 2013.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Fund			

Please state reason for transfer request:

Total

Please file original request with Clerk of the Board and retain copy for your records

**Warren County Health Services
Patient Evaluations
CHHA Division**

CATEGORY	01/2012						
	06/2012	07/2012	08/2012	09/2012	10/2012	11/2012	12/2012
SN eval	801						
SN IV eval	52						
CDPAP	67						
PRI	60						
SN Evals per month	163.00						
PT evals	523						
PT only	117						
Pt only evals per mo	20						
Total Evals per month	183						

CATEGORY	01/2013						
	06/2013	07/2013	08/2013	09/2013	10/2013	11/2013	12/2013
SN eval	811						
SN IV eval	40						
CDPAP	54						
PRI	62						
SN Evals per month	161.00						
PT evals	510						
PT only	141						
PT only evals per mo	24						
Total Evals per month	185						

Attachment # 5

Order Information
OrderID ORD-94102-F3T8

Order Date 07/19/2013

Customer Information
CustomerName Warren County Health
 Services Division of Home
 Care

Customer ID 295170

Reseller
Sales Representative Janice Videtto

Territory Manager Kevin Vick

	Business Contact:	Technical Contact:	Billing Contact:
Name	Tammie Delorenzo	Tara Cote	Tammie DiLorenzo
Address 1	1340 State Route 9	1340 State Route 9	1340 State Route 9
Address 2			
City, State, Zip	Lake George, NY 12845-3434	Lake George, NY 12845-3434	Lake George, NY 12845-3434
Phone 1	(518) 761-6415	(518) 761-6419	(518) 761-6415
Phone 2			
Fax			
Email	delorenzot@warrencountyny.gov	cotetl@warrencountyny.gov	delorenzot@warrencountyny.gov

Order Details
Order Instructions

myABILITY with IVANS NOW includes unlimited access to Medicare DDE, PPTN (not provided by all Medicare Payers), RHHI DDE, and DME CSI for unlimited workstations. Customer will be billed monthly in advance for this service.

Customer will utilize Medicare claims EDI. Tier 2 pricing includes up to 3,500 transactions per year. Additional transactions will be billed at \$0.40 per transaction. Customer will be billed monthly in advance for the base tier fee and monthly in arrears for any overage fees. ABILITY will count Claims transactions that are submission 837s.

Customer will utilize Medicare eligibility EDI. Tier 1 pricing includes up to 1,000 transactions per year. Additional transactions will be billed at \$0.50 per transaction. Customer will be billed monthly in advance for the base tier fee and monthly in arrears for any overage fees. ABILITY will count transactions that are eligibility response 271s.

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: 07/26/2013

- (a) Purpose of Request: To accept the 2012 Annual Report for Warren County Health Services
- (b) Details: This report is required annually by the New York State Department of Health
- (c) Previous Resolution Number: R474/2012

Warren County Board of Supervisors

RESOLUTION NO. 474 OF 2012

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

APPROVING WARREN COUNTY HEALTH SERVICES AGENCY EVALUATION OF SERVICES AND ANNUAL REPORT FOR 2011 FOR THE DIVISION OF HOME CARE AND THE DIVISION OF PUBLIC HEALTH

WHEREAS, the Director of Public Health/Patient Services of the Warren County Health Services Department has submitted an annual evaluation of Services and Annual Report for 2011 for the Division of Home Care and the Division of Public Health to the Warren County Board of Supervisors for approval, now, therefore, be it

RESOLVED, that the Warren County Health Services Evaluation of Services and Annual Report for the year 2011, as presented to the Warren County Board of Supervisors be, and hereby is, accepted and approved.

SCHEDULE "A"

AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Health Services (Supervisory Committee) hereby authorizes Tammie De Lorenzo (Employee Name)
 to attend Home Care Association of NY state Clinical and Financial (Name of meeting or organization) Senior and Financial Managers Retirement informatics Coordinator
 at Mahonk Mountain House New Paltz NY (Address)

on Sept 10 and 11, 2013 (Dates) Mode of transportation to be used _____
Health Services Fleet vehicle (County Vehicle or Mass Transportation)

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

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

Notice of meeting or convention including cost. \$389

total cost \$681.
 plus gas and tolls
 pd upon submission of receipts

For Overnight Travel

- Room rate \$ 292 GSA* Rate \$ _____
- Meal costs - GSA*per diem rate \$ _____ included in conference fee

*www.gsa.gov

Date: 7/25/13

Patricia A. Jones
Department Head Signature

Date: 7/25/13

[Signature]
Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Commissioner of Administrative and Fiscal Services if credit card will be used.



Senior and Financial Managers Retreat

A signature educational event designed to help your organization fine tune all the gears of home care finance

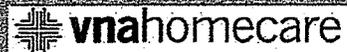
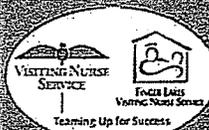
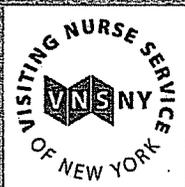
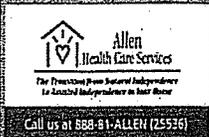


September 10 and 11, 2013
Mohonk Mountain House
New Paltz, NY



Senior and Financial Managers Retreat

A special thanks to our generous Sponsors!



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

- Arthur J. Gallagher
- Blacktree Healthcare Consulting
- Byram Healthcare
- HealthTrust Software
- Sandata Technologies
- The Signature Group

Join your peers at HCA's Senior and Financial Managers Retreat on September 10 and 11, at the Mohonk Mountain House Resort in New Paltz. This premier educational event is designed expressly for CEOs, CFOs and other administrators who want to advance their understanding of the latest challenges and opportunities that affect a home care organization's bottom line.

This program will not only provide you with vital updates on the state's transition to mandatory Medicaid managed care but you will also learn about the Office of Medicaid Inspector General's (OMIG's) future plans for Third Party Liability (TPL), obtain practical strategies for negotiating with managed care plans and be fully briefed on numerous federal initiatives, including the potential advent of co-payments on Medicare beneficiaries and CMS's Calendar Year 2014 Prospective Payment System (PPS) Proposed Rule.

Mohonk Mountain House, located in the breathtaking Catskill Mountains, is the perfect setting to network with your colleagues, tap the minds of industry experts, and collaborate with the Home Care Association staff who support you. Register for your accommodations at Mohonk by August 9.

Tuesday, September 10

- 9:00am Registration Opens
- 9:45am Welcome
- 10:00am HCA Staff Update

The transition to a mandatory Medicaid managed care environment is one of the biggest changes affecting the operational and financing structures of home care providers. At the same time, home care continues to face ongoing challenges from Medicare and Medicaid cuts, regulatory actions and mandates. In this session, HCA's policy team will provide the latest updates on: the managed care transition; other state and federal regulatory and reimbursement issues, including the 2014 proposed PPS rule; and our advocacy efforts to support the financial stability of New York's home care providers.

- 11:00am **DOH Medicaid Reimbursement Update**
Tim Casey, Bureau of Long Term Care Reimbursement
James DeMatteo, Bureau of Managed Care Reimbursement

HCA has invited two key managers on Medicaid rate setting from the state Department of Health to provide in-depth updates on an array of reimbursement issues confronting home health providers in a fee-for-service and managed care environment, including: the Medicaid Episodic Payment System (EPS) for Certified Home Health Agencies (CHHAs); the existing Managed Long Term Care (MLTC) plan and Medicaid managed care plan annual per member per month premium calculations; the 2013 final hotline fee-for-service rates for CHHAs, Long Term Home Health Care Programs (LTHHCPs) and Personal Care programs; the continuing distribution of the Worker Recruitment and Retention monies (\$100 million); the Medicaid Global Cap; and rate appeals.

- 12:30pm Lunch
- 1:45pm **TPL Update from the Office of the Medicaid Inspector General (OMIG)**
Karen Kruszkeski, Bureau of Third Party Liability
Erin Devaney, University of Massachusetts Medical School (UMMS)
Jennifer Kasper, University of Massachusetts Medical School (UMMS)
Michael DiMauro, Audit Manager and Co-Director, Home and Community Care Services Business Line Team.

Third Party Liability (TPL) demand billing remains one of the most administratively burdensome and costly tasks for home care providers. At this can't-miss session, representatives from the state Office of the Medicaid Inspector General (OMIG) and its TPL billing contractor, the University of Massachusetts, will discuss TPL results from the previous fiscal year, provide general guidance on the TPL project, and examine how the TPL initiative might change as the state transitions to a mandatory Medicaid managed care environment.



Mohonk Mountain House



2:30pm

Medicaid Data Update from Salient

Susan Lepler, MSW, MPA, Vice President, Health & Human Services,
Salient Management Company

The state Department of Health (DOH) and its Medicaid Redesign Team (MRT) have contracted with Salient to use its visual Medicaid data-mining software that allows DOH and other state agencies, like the state Office of the Medicaid Inspector General (OMIG) and Division of Budget (DOB), to track progress on various Medicaid savings initiatives and assist with the state's oversight and management of the Medicaid program. During this session, Salient will demonstrate its data-mining software capabilities for home care and Managed Long Term Care and discuss potential opportunities for providers and associations to utilize the software.

3:30pm

Successfully Negotiating Managed Care Contracts

Ari Markenson, JD, MPH, Benesch, Friedlander Coplan & Arnoff LLP

Managed Long Term Care (MLTC), Medicaid managed care and other integrated or managed care models are becoming the norm for health care providers and home health agencies specifically. This session will discuss the common models of managed care and integration that use home care contracts at their core. It will also discuss common elements of provider contracts, important reimbursement and operating terms in agreements, and significant points to be negotiated. Home health agencies will also gain insights on possible areas of leverage when negotiating with managed care plans.

5:00pm

Networking Over Drinks

Take time to meet your colleagues over drinks while enjoying the beauty of the lake and trails of the Mohonk.

6:30pm

Dinner – Main Dining Room

Wednesday, September 11

7:30am

Mohonk's Notable Breakfast Buffet

8:30am

Federal Issues Impacting the Home Care Community – Fiscal and Policy Challenges

Colin Roskey, Member, Cozen O'Connor Public Strategies

The nation's home care community continues to face many challenges on the federal front – with the continued roll-out of the federal health reform law, ongoing threats of additional cuts to the Medicare home health benefit, the possible imposition of copayments for Medicare home health services and negative effects of rebasing on home health payment rates. Hear from one of the nation's most experienced federal home care policy legal experts about how these challenges may affect payments to providers, how providers can prepare for these changes, and how providers can position their organizations for success, given these challenges.

10:15am

Upcoming Challenges in Medicare Reimbursement

William Simone III, Principal, Simone Consulting

This session will provide an in-depth review of the U.S. Centers for Medicare and Medicaid Services' (CMS) calendar year 2014 proposed rule for the Home Health Prospective Payment System (PPS) including a detailed summary of CMS's proposal to rebase the PPS methodology. Participants will explore what the future of PPS may become, addressing the potential cuts and changes, allowing agencies to be aware of these changes and forecast for the future. The session will also provide participants with the latest aggregate benchmarking data for Medicare PPS, Medicaid EPS and managed care from clients of Simone's Financial Monitor.

Mohonk Mountain House Information

The Senior and Financial Managers Retreat will be held at the picturesque Mohonk Mountain House Resort in New Paltz, NY, nestled amidst the beautiful Catskill Mountains. Visit www.mohonk.com for details.

Your accommodations rate includes your room, all meals, breaks, valet parking and meeting amenities. The single room rate is \$292 per person, per day; double rates are \$219 per person. Local taxes and a 12% daily gratuity are additional.

All Mohonk reservations should be made by **August 9**, in order to receive the HCA conference rate and be guaranteed a room. After this date, higher rates will apply based on availability. For reservations, call 800-772-6676 and ask for the HCA rate.

Not Staying Overnight at Mohonk?

Since this is a remote resort in the mountains and Mohonk wants to also be prepared for those not staying overnight, a "per-day rate" of \$115 is charged. This day rate includes lunch, breaks, meeting amenities, and self-parking. Day guests must register with HCA as well in order to access the property. Please include the fee(s) with your HCA registration.



Senior Financial Managers Retreat

September 10 and 11, 2013
Mohonk Mountain House



The registration fee of \$289 for HCA members includes two days of expert speakers and handout materials, plus breaks, a reception and lunch on the final day that is not included with your room package. Potential members are also welcome at the rate of \$389 per person. Mohonk Resort rooms/meals are additional – see page 2.

REGISTRANT INFORMATION – Please register by August 30.

Name: _____
 Title: _____
 Agency: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Ext. _____ Fax: _____
 Email: _____
 (Required)

HCA REGISTRATION FEE

____ Member Fee \$289
 ____ Non-Member Fee \$389

MOHONK RESORT FEES

Check one of the following. See resort information and pricing on page 2 for details.

____ I will make my overnight room reservation directly with Mohonk. \$0
 ____ I require a Mohonk "day only" pass at \$115 per day. \$ _____
 Total: \$ _____

PAYMENT - Please check method of payment:

____ MasterCard ____ VISA ____ American Express ____ Check*

*Make checks payable to: HCA Education and Research and mail to 388 Broadway, 4th Floor, Albany, NY 12207. Checks must be received by September 3.

 Card Number

 Expiration Date Security Code

 Mailing Address of Card Holder

 City, State, Zip

 Name on Card

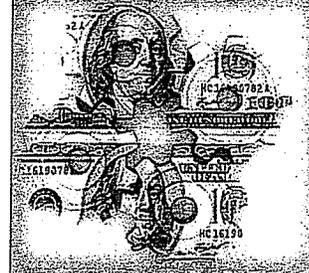
 Authorized Signature

HCA Cancellation Policy

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

Special Needs

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



FAX this form to 518-426-8788 or register online at www.eventville.com/hcanys

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 07/26/2013

- (a) Is this a Result of a Bid or Request for Proposal? NO
- (b) Purpose of Contract: To authorize a contract agreement with Weston Paxxon Senior Rehab Services LLC for the provisions of physical and occupational therapy services.
- (c) Name of Contractor: Weston Paxxon Senior Rehab Services LLC
- (d) Address of Contractor: 20 Peachtree Court, Suite 105 Holbrook, NY 11741
- (e) Contractor's Contact Person and Telephone Number: Susan Williamson , Exec Vice President 631-467-3700, Fax 631-467-0928, email prnsusanwilliamson@yahoo.com
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 08/19/2013
- (h) Termination Date of Contract: per terms of contract agreement
- (i) Payment Provisions: Per terms of contract agreement as long as appropriate documentation is received for each patient visit.
- i) lump sum amount -
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:

A4010.470 CHHA Contracts



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2013

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

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

PRODUCER Wagner Agency, Inc. 5020 Centre Avenue Pittsburgh PA 15213-1898	CONTACT NAME: Laura Dayton	
	PHONE (A/C No. Ext): (412) 681-2700 FAX (A/C. No): (412) 622-0488 E-MAIL ADDRESS: lad@wagneragency.com	
INSURED Weston Paxxon Senior Rehab Services, LLC & 20 Peachtree Court, Suite 105 Holbrook NY 11741	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ironshore Specialty Ins Co	
	INSURER B: Patriot Underwriters Inc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1321506198 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MFL-0995-12	2/13/2013	12/24/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	GWGC363000530-112	3/27/2012	3/27/2013	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			MFL-0995-12	2/13/2013	12/24/2013	Aggregate \$3,000,000 Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Description: Mariola Sawicka, Carolyn Trzaskos

CERTIFICATE HOLDER

CANCELLATION

Warren County Health Services,
Division of Home Care
1340 State Route 9
Municipal Center
Lake George, NY 12845

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kenneth Kratovil/LAD

AGREEMENT FOR REHABILITATION SERVICES

THIS STAFFING SERVICE AGREEMENT ("Agreement") is entered into on this 19th day of August 2013, by and between **WESTON/PAXXON PT, OT, SLP, PLLC** ("PRN") and **Warren County Public Health Services** ("Agency"), on the following terms and conditions.

1. **Scope of Agreement.** This agreement is intended to apply only to those Physical Therapists, Occupational Therapists, Physical Therapy Assistants and Occupational Therapy Assistants (hereinafter collectively referred to as Medical Personnel) PRN agrees to supply AGENCY and that AGENCY requests to be supplied to it. It is agreed and understood that PRN shall have no obligation to provide Medical Personnel hereunder at any particular time and that AGENCY is not required to utilize PRN for the supply of its staffing needs.

2. **PRN's Staff Duties.** To the extent that PRN supplies Medical Personnel to AGENCY, PRN agrees as follows:
 - a) To be responsible for any and all applicable employment obligations and benefits for such Medical Personnel, including without limitation, payment of worker's compensation insurance, malpractice unemployment insurance, Social Security and tax withholdings, and health benefits program, if any;

 - b) Ensure that Medical Personnel are validly employed in the United States, have requisite licensing, and are sufficiently experienced to fulfill AGENCY'S needs, as made known to PRN

 - c) Ensure that Medical Personnel are available to supply services at the time requested, and, if not, to attempt to supply substitute Medical Personnel; and

 - d) Advise AGENCY at the earliest possible time of any inability to supply services requested.

 - e) To provide upon written request proof of liability insurance and the following information on each therapist supplied to AGENCY:
 - i) Copy of current therapy license
 - ii) Resume
 - iii) Results of current TB
 - v) Proof of Hepatitis B immunity and/or signed waiver

 - f) To obtain and maintain during the term of this agreement professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate for any Medical Personnel assigned.

3. **AGENCY's Duties.** For any Medical Personnel supplied by PRN to AGENCY hereunder, AGENCY agrees as follows:
 - a) To pay PRN for the services of the Medical Personnel pursuant to the Rate Schedule attached hereto as Exhibit "A". PRN shall invoice AGENCY on a monthly basis for personnel provided. Terms of payment are due upon receipt. Any outstanding balances not paid within thirty (30) days of the due date will be subject to a late payment charge of 1.5% per month (18% annual rate), or the maximum allowable under law. AGENCY further agrees that its responsibility to pay for services provided under this agreement is separate and distinct from its ability to collect payments from any third party.
 - b) Promptly notify PRN of any problems relating to services provided by any Medical Personnel hereunder, including, without limitation, unsatisfactory performance of services, misconduct, potential malpractice risk or involvement, or any work-related injury; and
 - c) Notify PRN as soon as feasible of any changes in anticipated hours or length of services desired from any Medical Personnel.
 - e) Agrees that it is responsible for the supervision and instruction of Medical Personnel supplied under the terms of this agreement. This responsibility shall include, but is not limited to, safety procedures, personnel policies, facility operations as well as specific policies and procedures. AGENCY shall remain responsible for the safe and supervised performance of those entrusted to provide services.
4. **Non-Solicitation.** AGENCY hereto shall not directly and knowingly solicit, engage in services or urge or cause to be solicited or engaged by any other person, firm, or entity their services of any employee of PRN, without the express written consent of PRN. This prohibition shall be limited to a period of twelve (12) months from the earlier of termination in writing of the Agreement or, as to particular Medical Personnel, the last use by AGENCY of such Medical Personnel for temporary services hereunder. If AGENCY hires any Medical Personnel through PRN, there will be a \$10,000 separation fee. This fee would be due in full upon the employee's first day of employment with AGENCY. For Purposes of clarification: No one or group of PRN employees may be specifically targeted for hire and/or directly solicited by AGENCY. AGENCY may not initiate or engage in direct recruitment or devise specific recruitment strategies for PRN employees.
5. **Miscellaneous.** The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs, and expenses incurred as a result thereof, whether before, during, or after litigation is instituted. This Agreement and the

exhibits hereto or any written amendments hereto shall constitute the entire agreement between the parties on the subject matters hereof, and supersede all prior discussions, understandings, and agreements. The parties shall reasonably cooperate to effectuate the intent of the parties herein expressed. In the event of any provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement is deemed invalid or unenforceable. All terms hereof are material. Paragraph titles are provided for convenience purposes, and not to modify or construe the terms hereof. This Agreement shall not be strictly construed against either party.

6. **Authority.** The individuals executing this Agreement on behalf of the parties hereto represent and warrant that they have the authority to do so.
7. **Non-Discrimination.** The parties hereto agree not to discriminate on the basis of religion, race, creed, national origin, sex, age, handicap, or sexual orientation.
8. **Indemnification.** AGENCY agrees to indemnify PRN against all liabilities and expenses arising from the negligence of AGENCY employees rendering services to patients, including but not limited to the safe and supervised performance of those entrusted to provide services.
9. **Term.** This Agreement shall be for an initial term of one (1) year to begin on the 19th day of August, 2013. The Agreement shall automatically renew after the initial term and from year to year unless either party notifies the other in writing of the intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. Either party, upon written notification, may terminate this agreement with 60 days notice without cause.
10. **Qualification of Contract Fee.** In order to ensure that payments made to PRN by or on behalf of AGENCY, pursuant to this agreement, are included to the extent appropriate in determining reasonable cost incurred by AGENCY as a Medicare Provider, PRN shall, if this agreement is ultimately determined to be one of which 42 C.F.R. Subpart D, sections 420.300-304 apply, perform any obligations from time to time that may be specified for contractors in 42.C.F.R. Subpart D, sections 420,300-304, and regulations in the implementation thereof, inclusive of allowing the Comptroller General of the United States and their duly authorized representatives access to PRN's contract, books, documents and records until the expiration of four years after such time services are furnished.
11. **Confidential Information.** In connection with performance under the terms of this Agreement, both Parties herein may obtain certain proprietary information, including without limitation, patient lists, trade practice, policies, procedures, forms, and operating experience and manuals of the other Party, which have value to, and are considered as trade secrets by the other Party, and are not generally known to its competitors, and which treats as confidential ("Confidential Information"). Neither AGENCY, PRN, nor their respective employees shall at any time during or subsequent to the term of this Agreement, use the

Confidential Information or disclose any part of it to any third party except as expressly contemplated by this Agreement. Both parties shall take appropriate action to ensure that their employees will comply with the foregoing restrictions.

IN WITNESS WHEREOF, this Agreement is made effective on the first date written above.

WESTON/PAXXON, PT, OT, SLP, PLLC
20 Peachtree Court
Suite # 105
Holbrook, New York 11741

Warren County Health Services
1340 State Route 9
Municipal Center
Lake George, NY 12845

By: _____
Printed Name: Susan Williamson

By: _____
Printed Name: Kevin Geraghty

Signature

Signature

Title: Executive Vice President

Title: Chairman, Warren County Board of Supervisors

EXHIBIT A

Fee Schedule

RATES PER ACTIVITY	PT	OT	ST	Per Visit OR Per Hour; Details
Evaluation	\$55	\$55		Per Visit
Treatment	\$53	\$53		Per Visit
D/C OASIS	\$53	\$53		Per Visit
Orientation	\$40	\$40		Per Hour
Meetings	\$40	\$40		Per Hour

WESTON/PAXXON, PT, OT, SLP, PLLC
20 Peachtree Court, Suite # 105
Holbrook, NY 11741

Warren County Health Services
1340 State Route 9
Municipal Center
Lake George, NY 12845

By: _____
Printed Name: Susan Williamson

By: _____
Printed Name: Kevin Geraghty

Signature

Signature

Title: Executive Vice President

Title: Chairman, Warren County Board of Supervisors

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 07/25/2013

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement with PRN Physical and Occupational Therapy Network for the provision of physical and occupational therapy services.
- (c) Name of Contractor: PRN Physical and Occupational Therapy Network
- (d) Address of Contractor: 20 Peachtree Court, Suite 105 , Holbrook, NY 11741
- (e) Contractor's Contact Person and Telephone Number Susan Williamson, Exec. Vice President, 631-467-3700, fax 631-467-0928, email prnsusanwilliamson@yahoo.com
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 08/09/2013
- (h) Termination Date of Contract: Per terms of contract agreement
- (i) Payment Provisions: Per terms of contract agreement as long as appropriate documentation is received for each patient visit.
 - i) lump sum amount -
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:

A4010.470 CHHA Contracts

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) PRN Physical, Occupational and Speech Therapy Network, PLLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input checked="" type="checkbox"/> Other (see Instructions) ▶ PLLC	
Address (number, street, and apt. or suite no.) 20 Peechtree Court		Requester's name and address (optional)
City, state, and ZIP code Holbrook, NY 11741		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td>5</td><td>6</td><td>-</td><td>2</td><td>4</td><td>1</td><td>2</td><td>4</td><td>7</td><td>8</td></tr> </table>	Social security number												-						Employer identification number									5	6	-	2	4	1	2	4	7	8
Social security number																																						
			-																																			
Employer identification number																																						
5	6	-	2	4	1	2	4	7	8																													

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ <i>Theresa Mann</i>
	Date ▶ <i>7/8/2013</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AGREEMENT FOR REHABILITATION SERVICES

THIS STAFFING SERVICE AGREEMENT ("Agreement") is entered into on this 19th day of August 2013, by and between **PRN PT, OT, SLP, PLLC** ("PRN") and **Warren County Public Health Services** ("Agency"), on the following terms and conditions.

1. **Scope of Agreement.** This agreement is intended to apply only to those Physical Therapists, Occupational Therapists, Physical Therapy Assistants and Occupational Therapy Assistants (hereinafter collectively referred to as Medical Personnel) PRN agrees to supply AGENCY and that AGENCY requests to be supplied to it. It is agreed and understood that PRN shall have no obligation to provide Medical Personnel hereunder at any particular time and that AGENCY is not required to utilize PRN for the supply of its staffing needs.

2. **PRN's Staff Duties.** To the extent that PRN supplies Medical Personnel to AGENCY, PRN agrees as follows:
 - a) To be responsible for any and all applicable employment obligations and benefits for such Medical Personnel, including without limitation, payment of worker's compensation insurance, malpractice unemployment insurance, Social Security and tax withholdings, and health benefits program, if any;

 - b) Ensure that Medical Personnel are validly employed in the United States, have requisite licensing, and are sufficiently experienced to fulfill AGENCY'S needs, as made known to PRN

 - c) Ensure that Medical Personnel are available to supply services at the time requested, and, if not, to attempt to supply substitute Medical Personnel; and

 - d) Advise AGENCY at the earliest possible time of any inability to supply services requested.

 - e) To provide upon written request proof of liability insurance and the following information on each therapist supplied to AGENCY:
 - i) Copy of current therapy license
 - ii) Resume
 - iii) Results of current TB
 - v) Proof of Hepatitis B immunity and/or signed waiver

 - f) To obtain and maintain during the term of this agreement professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate for any Medical Personnel assigned.

3. **AGENCY's Duties.** For any Medical Personnel supplied by PRN to AGENCY hereunder, AGENCY agrees as follows:
 - a) To pay PRN for the services of the Medical Personnel pursuant to the Rate Schedule attached hereto as Exhibit "A". PRN shall invoice AGENCY on a monthly basis for personnel provided. Terms of payment are due upon receipt. Any outstanding balances not paid within thirty (30) days of the due date will be subject to a late payment charge of 1.5% per month (18% annual rate), or the maximum allowable under law. AGENCY further agrees that its responsibility to pay for services provided under this agreement is separate and distinct from its ability to collect payments from any third party.
 - b) Promptly notify PRN of any problems relating to services provided by any Medical Personnel hereunder, including, without limitation, unsatisfactory performance of services, misconduct, potential malpractice risk or involvement, or any work-related injury; and
 - c) Notify PRN as soon as feasible of any changes in anticipated hours or length of services desired from any Medical Personnel.
 - e) Agrees that it is responsible for the supervision and instruction of Medical Personnel supplied under the terms of this agreement. This responsibility shall include, but is not limited to, safety procedures, personnel policies, facility operations as well as specific policies and procedures. AGENCY shall remain responsible for the safe and supervised performance of those entrusted to provide services.
4. **Non-Solicitation.** AGENCY hereto shall not directly and knowingly solicit, engage in services or urge or cause to be solicited or engaged by any other person, firm, or entity their services of any employee of PRN, without the express written consent of PRN. This prohibition shall be limited to a period of twelve (12) months from the earlier of termination in writing of the Agreement or, as to particular Medical Personnel, the last use by AGENCY of such Medical Personnel for temporary services hereunder. If AGENCY hires any Medical Personnel through PRN, there will be a \$10,000 separation fee. This fee would be due in full upon the employee's first day of employment with AGENCY. For Purposes of clarification: No one or group of PRN employees may be specifically targeted for hire and/or directly solicited by AGENCY. AGENCY may not initiate or engage in direct recruitment or devise specific recruitment strategies for PRN employees.
5. **Miscellaneous.** The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs, and expenses incurred as a result thereof, whether before, during, or after litigation is instituted. This Agreement and the

exhibits hereto or any written amendments hereto shall constitute the entire agreement between the parties on the subject matters hereof, and supersede all prior discussions, understandings, and agreements. The parties shall reasonably cooperate to effectuate the intent of the parties herein expressed. In the event of any provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement is deemed invalid or unenforceable. All terms hereof are material. Paragraph titles are provided for convenience purposes, and not to modify or construe the terms hereof. This Agreement shall not be strictly construed against either party.

6. **Authority.** The individuals executing this Agreement on behalf of the parties hereto represent and warrant that they have the authority to do so.
7. **Non-Discrimination.** The parties hereto agree not to discriminate on the basis of religion, race, creed, national origin, sex, age, handicap, or sexual orientation.
8. **Indemnification.** AGENCY agrees to indemnify PRN against all liabilities and expenses arising from the negligence of AGENCY employees rendering services to patients, including but not limited to the safe and supervised performance of those entrusted to provide services.
9. **Term.** This Agreement shall be for an initial term of one (1) year to begin on the 19th day of August, 2013. The Agreement shall automatically renew after the initial term and from year to year unless either party notifies the other in writing of the intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. Either party, upon written notification, may terminate this agreement with 60 days notice without cause.
10. **Qualification of Contract Fee.** In order to ensure that payments made to PRN by or on behalf of AGENCY, pursuant to this agreement, are included to the extent appropriate in determining reasonable cost incurred by AGENCY as a Medicare Provider, PRN shall, if this agreement is ultimately determined to be one of which 42 C.F.R. Subpart D, sections 420.300-304 apply, perform any obligations from time to time that may be specified for contractors in 42.C.F.R. Subpart D, sections 420,300-304, and regulations in the implementation thereof, inclusive of allowing the Comptroller General of the United States and their duly authorized representatives access to PRN's contract, books, documents and records until the expiration of four years after such time services are furnished.
11. **Confidential Information.** In connection with performance under the terms of this Agreement, both Parties herein may obtain certain proprietary information, including without limitation, patient lists, trade practice, policies, procedures, forms, and operating experience and manuals of the other Party, which have value to, and are considered as trade secrets by the other Party, and are not generally known to its competitors, and which treats as confidential ("Confidential Information"). Neither AGENCY, PRN, nor their respective employees shall at any time during or subsequent to the term of this Agreement, use the

Confidential Information or disclose any part of it to any third party except as expressly contemplated by this Agreement. Both parties shall take appropriate action to ensure that their employees will comply with the foregoing restrictions.

IN WITNESS WHEREOF, this Agreement is made effective on the first date written above.

PRN, PT, OT, SLP, PLLC
20 Peachtree Court
Suite # 105
Holbrook, New York 11741

Warren County Health Services
1340 State Route 9
Municipal Center
Lake George, NY 12845

By: _____
Printed Name: Susan Williamson

By: _____
Printed Name: Kevin Geraghty

Signature

Signature

Title: Executive Vice President

Title: Chairman, Warren County Board of Supervisors

EXHIBIT A

Fee Schedule

RATES PER ACTIVITY	PT	OT	ST	Per Visit OR Per Hour; Details
Evaluation	\$55	\$55		Per Visit
Treatment	\$53	\$53		Per Visit
D/C OASIS	\$53	\$53		Per Visit
Orientation	\$40	\$40		Per Hour
Meetings	\$40	\$40		Per Hour

PRN, PT, OT, SLP, PLLC
20 Peachtree Court, Suite # 105
Holbrook, NY 11741

Warren County Health Services
1340 State Route 9
Municipal Center
Lake George, NY 12845

By: _____
Printed Name: Susan Williamson

By: _____
Printed Name: Kevin Geraghty

Signature

Signature

Title: Executive Vice President

Title: Chairman, Warren County Board of Supervisors

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: 07/26/2013

- (a) Purpose of Contract Change: To amend contract with Prospect Center to reflect that as of July 1, 2013, contracts for educational services should read: Center for Disability Services d/b/a Prospect Center.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: on file 2/27/2013 most recent amendment
- (c) Name of Contractor: Center for Disability Services
- (d) Address of Contractor: 314 South Manning Blvd. Albany, NY 12207
Attn: Business Office
- (e) Contractor's Contact Person and Telephone Number: Kim Heunemann at Prospect Center 798-0170
- (f) Commencement Date of Amendment: 07/01/2013
- (g) Termination Date of Extension: per terms of current agreement
- (h) Payment Provisions: Upon submission of appropriate documentation to NYS EIS for EI services and Warren County Health Services for preschool program services.
 - 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:

A4054.444 Preschool Education

Auer, Pat

From: webmaster@warrencountyny.gov
Sent: Monday, July 08, 2013 2:05 PM
To: Auer, Pat
Subject: Message from the Warren Co. Web Site

Message from the Web Site

Name: Kim Heunemann

Contact Information: heunemann@cfdsny.org

Pat
I received this from our accounting dept. Hope this helps.
Kim Heunemann

This information is to hopefully clarify any confusion or questions in regards to contracts and payments.

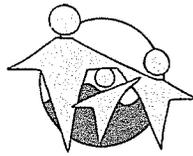
As of July 1, 2013 all contracts for educational services provided by Prospect Center should read:
Center for Disability Services
dba Prospect Center.

All remittances with a date of service July 1st 2013 and after should be sent to:
Center for Disability Services
314 South Manning Blvd.
Albany, NY 12207
ATTN: Business Office

Message: Any outstanding remittances for dates of service PRIOR to July1st should be sent to:
Prospect Center
133 Aviation Road
Queensbury, NY 12804.

As of July 1, 2013 our Preschool and Preschool Integrated Programs will be operating under the Center for Disability Services (CFDS), beds code 010100997850. The Programs codes will change as well. The Current Preschool Program 9102 will become 9107 and the Current Preschool Integrated Program 9160 will become 9161. We have been approved by the State Education Department (SED) for this change; however a letter from State Ed is in process. Once we receive that letter we will share it with you.
Please send all of your STAC-1's to Prospect Center at 133 Aviation Road as you have done in the past
However, all remits will be made payable to:
Center for Disability Services
314 South Manning Blvd.
Albany, NY 12208
ATTN: Business Office

Sincerely,
Annine Ogden
Accounting Manager



Prospect Center

Sharing Visions • Building Futures

Diagnostic & Treatment Center
Prospect School
Family Support

133 Aviation Rd., Queensbury, NY 12804
Telephone: (518) 798-0170 Fax: (518) 798-0533
Website: www.prospectcenter.com
Email: prospectcenter@roadrunner.com

RECEIVED

JUL 01 2013

WARREN CO. PHC

July 1, 2013

Warren County Public Health
Deb Toolan / Municipal Center
1340 State Route 9
Lake George, New York 12845

RECEIVED

JUL 02 2013

WARREN CO. PHC

As of July 1, 2013 our Preschool and Preschool Integrated Programs will be operating under the Center for Disability Services (CFDS), beds code 010100997850. The Programs codes will change as well. The Current Preschool Program 9102 will become 9107 and the Current Preschool Integrated Program 9160 will become 9161.

We have been approved by the State Education Department (SED) for this change; however a letter from State Ed is in process. Once we receive that letter we will share it with you.

Please send all of your STAC-1's to Prospect Center at 133 Aviation Road as you have done in the past. However, all remits will be made payable to:

**Center for Disability Services
314 South Manning Blvd.
Albany, NY 12208
ATTN: Business Office**

Sincerely,

Annine Ogden
Accounting Manager



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF P-12 EDUCATION: Office of Special Education
ASSISTANT COMMISSIONER
Room 301M EB, 89 Washington Avenue • Albany, NY 12234
www.p12.nysed.gov/specialed/

Telephone (518) 402-3353
Fax: (518) 402-3534

June 28, 2013

Mr. Alan Kraftchin
President/Executive Director
Center for Disability Services
314 South Manning Boulevard
Albany, NY 12208

RECEIVED

JUL 08 2013

WARREN COUNTY
PUBLIC HEALTH

RE: Prospect Child and Family Center
133 Aviation Road
Queensbury, NY 12804

Dear Mr. Kraftchin:

This letter is to notify you of the approval of changes to the administrative organization for the preschool special education program known as "Prospect Child and Family Center." This notification, effective July 1, 2013, confirms that the Center for Disability Services, through an affiliation agreement with Prospect Child and Family Center, is the new administrative agency for the Prospect Child and Family Center's preschool program.

Based upon a review of the material submitted, I am approving amendments to your current approval as shown in bold and bracketed on the enclosed chart. In addition, the chart reflects the previously approved closure of Center for Disability Services' programs in Gloversville and Amsterdam, which takes effect on June 30, 2013.

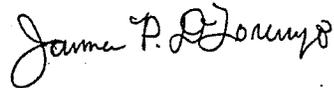
As a result of this approval, it is expected that your agency will continue to abide by all applicable laws and regulations and implement the program as approved. Your agency is eligible to receive public funding (approved tuition costs) for educating preschool students with disabilities placed in the approved program(s) pursuant to section 4410 of the Education Law. Accordingly, approved tuition rates will apply only to the preschool students served in this program pursuant to section 4410 of the Education Law. Information relating to approved tuition costs is sent under separate cover.

Please note that prior to implementing future changes in any aspect of the program design, the proposed program modification must be submitted on the Approved Preschool Special Education Modification Request application form, which can be found at www.p12.nysed.gov/specialed/applications/preschoolapp/modifmemo.htm, and approved by this Office in writing. I appreciate your efforts to serve preschool students with

disabilities ages three and four in New York State and look forward to working with your agency relating to placement and services for preschool children with disabilities.

If you have any questions about the information contained in this letter, please contact your Special Education Quality Assurance Regional Associate, Sharon Hull, at (518) 486-6366.

Sincerely,



James P. DeLorenzo

Enclosure

c: Ann Marsh
Monica Short
Nora Galto
Diane Kallner
James DeMeo
William Weaver
Warren, Washington Counties Section 4410 Designee ✓
Early Childhood Direction Center, Albany
Jim Hart



OFFICE OF P-12 EDUCATION: Office of Special Education
 STATE DIRECTOR OF SPECIAL EDUCATION
 Room 301M, 89 Washington Avenue • Albany, NY 12234
www.p12.nysed.gov/specialled/

Telephone (518) 402-3353
 Fax: (518) 402-3634

June 28, 2013

Name of Agency: CENTER FOR DISABILITY SERVICES

Agency Code and County Name: 010100997850, ALBANY

Type of Programs: Special Class (9102, 9106, 9116), Special Class in an Integrated Setting (9160, 9161, 9165), Special Education Itinerant Services (SEIS), Multidisciplinary Evaluation Program

Program Site Address	Program Code	Overall Students/Teacher/Para Ratio	Special Ed Students/Teacher/Para Ratio	Bilingual Language	Half Day		Full Day		School Year Code	
					# of Classes	# of Classes	# of Classes	# of Hours	2 Month	10 Month
CENTER FOR DISABILITY SERVICES 314 SOUTH MANNING BOULEVARD ALBANY, NY 12208 518-437-5687 KAREN MACRI, DEPUTY EXECUTIVE DIRECTOR NO 1:1 AIDES AT THIS SITE	9106	10:1:3	10:1:3	None	0	1	5	A	I	
	9106	8:1:3	8:1:3	None	0	3	5	A	I	
CENTER FOR DISABILITY SERVICES SCHENECTADY SITE P O BOX 2669 HELPING HANDS LANE GLENNVILLE, NY 12325 518-437-5687 KAREN MACRI, DEPUTY EXECUTIVE DIRECTOR NO 1:1 AIDES AT THIS SITE	9106	10:1:3	10:1:3	None	0	1	5	A	I	
	9106	8:1:3	8:1:3	None	0	2	5	A	I	
	9116	8:1:3	8:1:3	None	1	0		A	I	
CENTER FOR DISABILITY SERVICES SCHENECTADY 100 BIGELOW AVE SCHENECTADY, NY 12304 518-437-5687 KAREN MACRI, DEPUTY EXECUTIVE DIRECTOR	9160	18:2:2	6:1:1	None	0	1	5	A	I	

Note: Previously approved Center for Disability Services sites in Gloversville and Amsterdam were closed as of 6/30/13 and removed from this approval.

Program Site Address	Program Code	Overall Students/Teacher/Para Ratio	Special Ed Students/Teacher/Para Ratio	Bilingual Language	Half Day		Full Day		School Year Code	
					# of Classes	# of Classes	# of Hours	# of Hours	2 Month	10 Month
[CENTER FOR DISABILITY SERVICES AS OF JULY 1, 2013 AND FORWARD. (PREVIOUSLY KNOWN AS UCPA FOR TRI-COUNTIES INC., D/B/A PROSPECT CENTER.)]										
[CENTER FOR DISABILITY SERVICES AT UCPA OF THE TRI-COUNTIES INC., D/B/A PROSPECT CENTER 133 AVIATION ROAD QUEENSBURY, NY 12804 518-437-5687 KAREN MACRI, DEPUTY EXECUTIVE DIRECTOR]	[9102] [9102] [9160]	[8:1:2] [12:1:4] [16:2:2]	[8:1:2] [12:1:4] [10:1:2]	[None] [None] [None]	[0] [0] [0]	[2] [2] [3]	[5] [5] [5]	[A] [A] [A]	[1] [1] [1]	
[CENTER FOR DISABILITY SERVICES AT UCPA OF THE TRI-COUNTIES INC., D/B/A PROSPECT CENTER QUEENSBURY ELEMENTARY SCHOOL 431 AVIATION ROAD QUEENSBURY, NY 12804 518-437-5687 KAREN MACRI, DEPUTY EXECUTIVE DIRECTOR]	[9160]	[18:2:2]	[7:1:2]	[None]	[0]	[1]	[5]	[A]	[1]	
Totals	[9102] 9106 9116 9160				[0] 0 1 0	[4] [7] 0 [5]				

Note: Half day classes are approved to provide 2.5 hours per day of instructional time. Tuition rates are established on a base of five hours per day and prorated using a full-time equivalent calculation (FTE) consistent with Section 175.6 of the Commissioner's Regulations.

Warren County Board of Supervisors

RESOLUTION NO. 227 OF 2013

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

AUTHORIZING AMENDMENT AGREEMENTS WITH VARIOUS WARREN COUNTY HEALTH DEPARTMENT CONTRACTORS WHO PROVIDE EARLY INTERVENTION SERVICES TO REFLECT NEW BILLING PROCEDURES

WHEREAS, recent amendments to the New York State Public Health Law enacted for the State's fiscal year 2012-13 budget provide that a County is no longer deemed a provider for purposes of billing third-party payors for EIP and the County must now seek payment in the first instance from third-party payors (commercial insurance and Medicaid Program) to the extent that a child has private insurance regulated by New York State or is enrolled in the Medicaid Program, and Counties will first submit bills for early intervention services rendered to the Department's state fiscal agent through the New York Early Intervention System and Kids Integrated Data System for payments and payments will be made by insurers in the Medicaid Program directly to the EIP providers, and

WHEREAS, the recent amendments to the New York State Public Health Law also authorize the Department to contract with a fiscal agent acting for the Department and municipalities with respect to fiscal management and payment of early intervention claims, and

WHEREAS, the Director of Public Health/Patient Services is requesting to amend the agreements with the various Department contractors and all business associates listed on Schedule "A" attached hereto to reflect the new billing procedures, 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 the new billing procedures, 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 billing procedures, in a form approved by the County Attorney.

RESOLUTION No. 227 OF 2013

PAGE 2 OF 2

SCHEDULE "A"

1. New Meadow Saratoga School
100 Saratoga Village Boulevard
Suite 35
Malta, New York 12020
2. Adirondack Enrichment, PLLC
13 Locust Street
Glens Falls, New York 12801
3. Prospect Child and Family Center
133 Aviation Road
Queensbury, New York 12804
4. Glens Falls Hospital Rehabilitation Center
2 Country Club Road
Queensbury, New York 12804
5. Capital District Beginnings
597 Third Avenue
Troy, New York 12182

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Center for Disability Services Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input checked="" type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) 314 S Manning Blvd.	Requester's name and address (optional) Warren County Public Health Municipal Center- 1340 Route 9 Lake George, NY 12845
City, state, and ZIP code Albany, NY 12208		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>												
Employer identification number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">1</td> </tr> </table>	1	4	-	1	4	2	5	8	5	1		
1	4	-	1	4	2	5	8	5	1			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Alan Keafshir</i>	Date ▶ 7/2/13
------------------	---	---------------

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: 07/26/2013

- (a) Purpose of Contract Change: To amend the contract with Strategic Healthcare Programs LLC to reflect an increase in rates from \$6,995 to \$7594.50 annually. Monthly survey rates will remain at \$1.95 per HH-CAHPS survey.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R 193/2010 please see attached.
- (c) Name of Contractor: Strategic Healthcare Programs LLC
- (d) Address of Contractor: 510 Castillo Street 2nd Floor, Santa Barbara, California 93101
- (e) Contractor's Contact Person and Telephone Number: John Ginder Direct (805)456-5952, Office (805) 963-9446 , email: jginder@shpdata.com
- (f) Commencement Date of Amendment: 07/01/2013
- (g) Termination Date of Extension: per terms of agreement (1yr) 06/30/2014
- (h) Payment Provisions: annual lump sum fee of \$7,694.50 plus fee of \$1.95 per CAHPS survey paid monthly upon receipt of invoice detailing survey information
- 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 CHHA expense

Warren County Board of Supervisors

RESOLUTION NO. 193 OF 2010

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

AUTHORIZING AGREEMENT WITH STRATEGIC HEALTHCARE PROGRAMS, LLC TO PROVIDE BENCHMARKING AND CONSUMER ASSESSMENT OF HEALTH CARE PROVIDERS AND SYSTEMS (CAHPS) SURVEY ADMINISTRATION AS REQUIRED BY CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) - HEALTH SERVICES DEPARTMENT

WHEREAS, the Director of Public Health/Patient Services is requesting an agreement with Strategic Healthcare Programs, LLC to provide benchmarking and consumer assessment of health care providers and systems ("CAHPS") for a term commencing ~~June 1, 2010~~ ^{JULY 2013} and terminating in accordance with the terms of the agreement for an annual lump sum of ~~Six~~ ^{seven} Thousand ~~Nine~~ ^{six} Hundred ~~Ninety-Five~~ ^{four} Dollars (~~\$6,995~~ ^{\$7,694.50}) and a fee of One Dollar and Ninety-Five Cents (\$1.95) per CAHPS survey and the Health Services Committee has recommended that the County enter into said agreement, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement with Strategic Healthcare Programs, LLC, ~~121 East Mason Street, Suite B, Santa Barbara, California 93101~~ ^{510 Castillo Street 2nd Floor} to provide benchmarking and consumer assessment of health care providers and systems for a term commencing ~~June 1, 2010~~ ^{JULY 2013} and terminating in accordance with the terms of the agreement for an annual lump sum of ~~Six~~ ^{seven} Thousand ~~Nine~~ ^{six} Hundred ~~Ninety-Five~~ ^{four} Dollars (~~\$6,995~~ ^{\$7,694.50}) and a fee of One Dollar and ~~Ninety-Five~~ ^{and fifty} Cents (\$1.95) per CAHPS survey in a form approved by the County Attorney.

Auer, Pat

From: DeCesare, Diane
Sent: Monday, July 15, 2013 4:54 PM
To: Auer, Pat
Subject: FW: SHP Renewal Agreement for Warren County Health Services
Attachments: Warren County Health Services - SHP Client Agrmt - Agencies HHCAHPS BAA r130715.pdf

Wow, that was quick!

From: John Ginder [<mailto:JGinder@shpdata.com>]
Sent: Monday, July 15, 2013 4:48 PM
To: DeCesare, Diane
Cc: Sean Marnane
Subject: SHP Renewal Agreement for Warren County Health Services

Hello,

Attached is the SHP Client Agreement to renew SHPSolutions™ for Agencies and SHPSolutions™ for HH-CAHPS. We are also providing an updated Business Associate Agreement (BAA).

Once you have reviewed and signed, please scan and email the agreement to me at fulfillment@shpdata.com. If you'd prefer to fax the agreement, please send to my attention at (805) 456-3101.

Please make sure to indicate your:

- **daily census;**
- **software vendor;**
- **previous HHCAHPS vendor** (if applicable);
- **requested start date;** and
- **name of the agency** you want to appear on the surveys.

Please let me know if you have any questions!

Best Regards,

John B. Ginder
Contracts and Sales Support Administrator
Strategic Healthcare Programs, LLC
Direct: (805) 456-5952
Office: (805) 963-9446
Email: jginder@shpdata.com
www.SHPdata.com





Client Agreement for SHP Data Services

This Agreement is between Strategic Healthcare Programs, LLC (SHP) and

Warren County Health Services
1340 State Rt 9
Lake George NY 12845

(hereinafter "Client"), an authorized Client of SHP, and governs the terms and conditions of Client's use of SHP data services. By signing this Agreement, or using SHP services, Client agrees to be bound by the terms of this Agreement.

Program(s): SHPSolutions™ for Agencies
Fee(s): \$7,694.50 per year, per branch/location
Software Vendor: Delta Health Technologies

Program(s): SHPSolutions™ for HHCAHPS
Fee(s): \$0 (\$1,500 Annual Fee waived for SHP clients using SHPSolutions™ for Agencies)
\$1.95 per mailed survey; estimated surveys to be mailed are determined and billed quarterly, in advance. NOTE: Second round survey mailings are subject to the \$1.95 per mailed survey fee.
*Failure to transmit data by the HH-CAHPS upload deadline date will result in a \$250 Supplemental Mailing Fee.

Average Daily Census: 350-400
Previous HHCAHPS Vendor: not applicable currently using SHP
Month SHP should begin HHCAHPS survey administration: _____

Please indicate the agency name you would like to appear on the survey and cover letter:

Warren County Health Services

Contract Term: 1 year

Total Annual Fee: \$7,694.50



Program(s) listed above hereinafter shall be referred to as "Program"

1) Services Provided. SHP will provide web-based business intelligence data, outcomes and benchmarking services to Client for the purpose of monitoring and comparing various key performance indicators. SHP will provide interfaces to the Client's software vendor, if feasible. SHP will provide updates and changes to the Program as needed.

Specifically, SHP will provide Client with: web-based access to reports and ad-hoc queries; data analysis and benchmarks; software interfaces; program updates and notices; education and training by web-conference, teleconferences; technical support during company business hours; data management and telephone support during Pacific Standard Time business hours.

Upon execution of this Agreement, SHP will grant Client access to the Services. SHP shall at all times retain legal title to and ownership of the Programs. Client agrees not to loan, rent, reproduce, attempt to modify or transfer or allow use of the Programs or their content to or by another party.

SHP has invested significant resources in the development and maintenance of its programs. Use of SHP programs by anyone outside the Client's organization puts at risk SHP's assets and intellectual property. Client shall not permit at any time, user access to individuals not directly employed by client or any outside organizations without written permission from SHP.

2) Privacy and Protection of Data. SHP will not disclose identifying information except as expressly permitted by Client or as required by law. To provide Client and other SHP clients with comprehensive comparative and benchmark data, SHP does and reserves the perpetual right to aggregate and disclose aggregate data from all SHP clients in its database. Client's data will not be attributed to Client or its organization.

Client hereby acknowledges that SHP owns all processes, designs, programs, software, technologies, data, trademarks, trade names, inventions and materials comprising the SHP service. Client agrees to use SHP related materials only in accordance with this Agreement and will not reproduce, resell or reverse engineer any contents of SHP services or the Program. Failure to adhere to Section 1, paragraph 4 constitutes a breach of contract.

3) Client Responsibilities.

Internet Access: Client will obtain, maintain and pay for all equipment and third-party services (e.g., Internet access and email service) required for Client to access the SHP web-based services. Client will be responsible for safeguarding and administering user name and password information for its organization, restricting Program passwords to authorized staff, maintaining single user passwords, and making passwords inactive when employment is terminated. Client agrees to add or remove users, retrieve passwords, and manage its account only through the secure SHP Web site.

Participation and Timely Transmission: Client agrees to implement the SHP service and begin transmitting data to SHP as soon as possible from the effective date of this Agreement, but no later than fifteen (15) business days from same.

Data Quality: Client agrees to submit accurate and complete data to the best of its ability and to report to SHP any anomalies discovered in the data during the course of



collection, entry or analysis. Client agrees to employ its best efforts to submit corrected or revised data within ten (10) days from the date of discovery.

Communication: Client agrees to designate in writing a qualified individual to be the primary contact for coordination of the service immediately upon execution of this Agreement. All communication regarding data collection and time schedules will be directed to the primary contact or the alternate contact designated in writing to SHP by the primary contact. Client expressly agrees to receive communication from SHP via phone, email, fax and mail for informational or promotional purposes. Client will notify SHP in writing of any important changes in management or ownership.

Business Associate Agreement: The Health Insurance Portability and Accountability Act (HIPAA) requires that all entities involved in the delivery of patient care (Covered Entities) comply with certain requirements of HIPAA, relating to privacy and security of identifiable patient information, also known as protected health information (PHI). SHP is acting as a "Business Associate" to the Client. Attached as Exhibit A to this Agreement is a copy of an executed Business Associate Agreement between the parties.

Fees and Payment: Client agrees to pay all fees at the rate stated in this agreement. Payment must be received by SHP in full prior to implementation of SHP services. After the first year of this contract, pricing is subject to change annually.

Payment of the above fee for successive years is due on or before the Anniversary date. If payments are not received on or before each Anniversary Date, access to SHP services will be discontinued. In addition, Client hereby agrees to pay a late fee in the amount of three per cent (3%) of the amount outstanding after each Anniversary Date compounded monthly for each month that payment is late. Requests for customized education, presentations, reports, or other services not included in this Agreement will be conducted at the expense of the Client and will be billed at SHP's then prevailing rate per hour.

Extensive contract revisions in excess of 3 hours will result in a processing fee of \$1,500.

Payment of any state taxes associated with the purchase of the SHP service is the responsibility of the Client

Pricing in this Agreement is valid for 30 days from receipt of the Agreement.

4) Commencement and Termination of Agreement. This Agreement commences on the date of its execution by both parties (the "Anniversary Date") and shall remain in effect for the term of the agreement. In the event Client terminates this Agreement before the end of the initial term or any renewal term, payments received from Client will not be refunded. SHP may terminate this Agreement immediately if Client fails to pay on a timely basis or violates Paragraphs 1) or 2) above.

5) Governing Law and Jurisdiction. The Agreement will be interpreted and enforced in accordance with the laws of the State of California.

6) Disputes/Mediation/Arbitration. The parties hereby agree to mediate any disputes that may arise under this Agreement. In the event of such disputes, the party claiming breach shall notify the other party in writing of such alleged breach. Within five (5) working days of receipt of such notice in accordance with this Paragraph, the parties may mutually agree in writing on a mediator. If the parties cannot agree in writing on a mediator, each party shall immediately designate a mediator and give notice in writing

of such designation to the other party in accordance with this Paragraph. The two (2) mediators selected by the parties shall immediately select a third mediator who shall mediate the dispute. Mediation shall be conducted no later than fifteen (15) working days from initial receipt of notice of a dispute by either party. If mediation fails, the parties hereby agree to binding arbitration. The arbitrator shall be selected using the above procedure. The arbitrator selected by the parties shall establish rules that shall govern arbitration.

7) Indemnification.

SHP Indemnification: SHP agrees to indemnify and hold Client harmless against all claims, losses, liabilities, damages, injuries, and expenses (including reasonable attorney fees) resulting from or arising in connection with (i) any breach by SHP, or the employees of SHP, of its obligations and acts under this Agreement, or (ii) any claim made by a third party based upon negligence or willful act or omission by SHP, or its employees, or contractors, in connection with SHP's obligations under this Agreement. SHP's obligations under this paragraph shall survive the termination of the Agreement.

Client Indemnification: Client agrees to indemnify and hold SHP harmless against all claims, losses, liabilities, damages, injuries, and expenses (including reasonable attorney fees) resulting from or arising in connection with (i.) any breach by Client, or the employees of Client, of its obligations and acts under this Agreement, or (ii.) if any claim made by a third party based upon negligence or willful act or omission by Client, or its employees, or contractors, in connection with Client's obligations under this Agreement. Client's obligations under this paragraph shall survive the termination of the Agreement.

8) Disclaimer of Warranties and Limitation of Liability. SHP and all SHP software and services are provided "as is", and neither SHP nor any service providers make any express or implied representations or warranties to Client regarding the usability or condition of operation thereof. SHP does not warrant that access to or use of services will be error-free or uninterrupted, or that SHP will meet any particular criteria of performance. SHP expressly disclaims all implied warranties including without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.

Under no circumstance shall SHP be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failure, computer equipment failures, telecommunication equipment failures, other electrical power failures, acts of god, war or governmental actions. Under no circumstances shall SHP be held liable for any reasonable delay or failure in providing Client with access to the web site and/or the services or for termination of Client's access.

9) Notices. All notices given pursuant to this Agreement shall be sent to the addresses below by overnight delivery service or certified mail, postage prepaid, return receipt requested. Notice shall be deemed to be given upon receipt. The parties will give notice of any changes in the addresses that appear below to the other party consistent with the requirements of this Paragraph.

10) Waiver. No failure on the part of either party to exercise, and no delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver



thereof, nor shall any single or partial exercise of any right, power or remedy by either party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by either party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

11) Headings. The headings describing the contents of particular sections are inserted only for convenience and shall not be construed as a part of this Agreement or as a limitation on or enlargement of the scope of any of the terms or provisions of this Agreement.

12) Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect.

13) No Third Party Beneficiaries. The parties hereto do not intend to, and do not, by executing this Agreement, confer any benefit upon any person other than the parties hereto and their permitted successors and assigns.

14) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. This Agreement may not be assigned by Client except with the advance written permission of SHP.

15) Entire Agreement; Exhibits. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement between the parties with respect to the matters covered hereby. This Agreement may not be modified or amended except by an instrument in writing signed by the parties or their duly authorized representatives. Each of the Exhibits to this Agreement is hereby incorporated by reference in this Agreement for all purposes.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the day and year first above written.

Authorized Client Signature

Date

Warren County Health Services
1340 State Rt 9
Lake George NY 12845

15 July 2013

SHP Signature

Date

Strategic Healthcare Programs, LLC
510 Castillo Street, 2nd Floor
Santa Barbara, California 93101

The proposed contract is valid only if executed by client within 30 days of signature by SHP



Exhibit A

BUSINESS ASSOCIATE/CHAIN OF TRUST AGREEMENT

THIS BUSINESS ASSOCIATE/CHAIN OF TRUST AGREEMENT (the "Agreement"), dated July 15, 2013 (the "Effective Date"), by and between:

Warren County Health Services
1340 State Rt 9
Lake George NY 12845

(hereinafter "Covered Entity"), and STRATEGIC HEALTHCARE PROGRAMS, a limited liability corporation with its operating office at 510 Castillo St., Second Floor, Santa Barbara, California 93101, hereinafter referred to as the "Business Associate".

RECITALS

WHEREAS, Covered Entity and Business Associate are parties to a "Client Agreement for SHP Data Services" pursuant to which Business Associate provides certain services to Covered Entity (the "Underlying Agreement");

WHEREAS, in connection with those services, Covered Entity discloses to Business Associate certain individually identifiable protected health information ("PHI") that is subject to protection under HIPAA (as herein defined) and the HIPAA Regulations (as herein defined);

WHEREAS, the parties desire to appropriately safeguard the privacy, confidentiality, integrity, and availability of PHI of patients of Covered Entity, and comply with HIPAA and the HIPAA Regulations;

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entity and Business Associate enter into this Agreement to provide a full statement of their respective responsibilities.

ARTICLE I – DEFINITIONS

1.1 Definitions. Unless otherwise provided herein, capitalized terms shall have the same meaning as set forth in the HIPAA Regulations. Notwithstanding the foregoing, the parties agree that the following terms, when used in this Agreement, shall have the following meanings:

"*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and as otherwise may be amended from time to time.

"*HIPAA Regulations*" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including but not limited to the HIPAA Privacy Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E); the HIPAA Security Regulations (45 C.F.R. Part 160 and



45 C.F.R. Part 164, Subparts A and C); and the HIPAA Breach Notification Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D); all as amended by the HIPAA Omnibus Rule, and as otherwise may be amended from time to time.

"*HIPAA Omnibus Rule*" means the recently promulgated final rule entitled, "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act Other Modifications to the HIPAA Rules."

1.2 Regulatory References. A reference in this Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended from time to time, and for which compliance is required, except that any standards or implementation specifications described herein that have been added or modified by the HIPAA Omnibus Rule shall have a compliance date of September 23, 2013.

ARTICLE II – SCOPE OF USE OF PHI

2.1 Performance of Agreement. Business Associate, its agents and employees (collectively referred to as "Business Associate") may use PHI to perform its duties under the Underlying Agreement and for any other purposes permitted under HIPAA and the HIPAA Regulations. Business Associate agrees that it will not use or disclose PHI in a manner that violates or would violate HIPAA or the HIPAA Regulations. More specifically, and except as otherwise limited in this Agreement, Business Associate may:

(a) disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(b) use PHI to provide data aggregation services as permitted by 45 CFR § 164.504(e)(2)(i)(B); and

(c) de-identify any and all PHI, provided that Business Associate implements de-identification criteria in accordance with 45 C.F.R. §164.514(b).

2.2 Safeguards for the Protection of PHI. Business Associate agrees that it will:

(a) protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come into contact in accordance with applicable statutes and regulations, including, but not limited to HIPAA and the HIPAA Regulations;

(b) implement and maintain appropriate policies and procedures to protect and safeguard the PHI; and

(c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law.

2.3 Reporting of Unauthorized Use or Disclosure. Business Associate will report to Covered Entity any unauthorized use or disclosure of PHI in violation of this Agreement by Business Associate, or by a third party to which Business Associate disclosed PHI pursuant to Section 2.4, upon becoming aware of such unauthorized use or disclosure of PHI.

2.4 Use of Subcontractors. To the extent Business Associate uses one or more subcontractors to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate agrees that it will ensure that each such subcontractor or agent shall agree to all of the same restrictions and conditions to which Business Associate is bound. Business Associate shall use reasonable efforts to ensure that each such subcontractor or agent signs an agreement with Business Associate containing substantially the same provisions as this Agreement.

2.5 Breach or Misuse of PHI. Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate.

2.6 Minimum Necessary Use and Disclosure. In conducting functions and/or activities under this Agreement that involve the use and/or disclosure of PHI, Business Associate shall limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by Covered Entity to accomplish the intended purpose of the use or disclosure, as required by 45 C.F.R. 164.502(b).

2.7 State Privacy Law. Business Associate shall comply with applicable state privacy, security, and breach notification laws.

2.8 Obligation of Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA or the HIPAA Regulations if done by Covered Entity or that is not otherwise expressly permitted under this Agreement.

SECTION III – PHI AMENDMENT, ACCESS, AND RESTRICTION

3.1 Amendments by Business Associate. Business Associate acknowledges that the HIPAA Regulations require Covered Entity to provide access to PHI to the subject of that information, if and when Business Associate makes any Material Alteration to such information. Business Associate shall provide Covered Entity with notice of each Material Alteration in any PHI and shall cooperate promptly with Covered Entity in responding to any request made by any subject of such information to Covered Entity to inspect and/or copy such information. Business Associate may not deny Covered Entity access to any such information if, in Covered Entity's sole discretion, such information must be made available to the subject seeking access to it.

3.2 Amendments Requested by Covered Entity. Business Associate shall promptly incorporate all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete.

3.3 Access to PHI. Upon request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity in the time and manner reasonably designated by Covered Entity such that Covered Entity can respond to such individual in accordance with 45 C.F.R. § 164.524. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

3.4 Requests for Restrictions. Business Associate agrees to comply with requests for restrictions on use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of such PHI.

SECTION IV – ACCOUNTING, AUDITS AND INSPECTIONS

4.1 Accounting of Disclosures. Business Associate agrees that it will make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. Business Associate will provide such accounting to Covered Entity within twenty (20) business days following a request by Covered Entity. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; and (iii) a brief description of the information disclosed. Business Associate shall maintain a process to provide this accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of COVERED ENTITY.

4.2 Audit and Inspection by DHHS. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies for purposes of determining compliance with 45 CFR §§ 164.500 – 534.

4.3 Audit and Inspection by COVERED ENTITY. Upon reasonable notice, Business Associate shall make its facilities, systems and records available to Covered Entity to monitor compliance with this Agreement.

SECTION V – TERM/TERMINATION

5.1 Term and Termination. This Agreement commences on the Effective Date and remains effective for the entire term of the Underlying Agreement, or until terminated as set forth herein.

5.2 Termination for Breach. Covered Entity may terminate this Agreement and the Underlying Agreement thirty (30) days after providing notice to Business Associate of its breach of this Agreement and such breach remains uncured after thirty (30) days.

5.3 Return/Destruction of PHI. Business Associate agrees that, upon termination of the Underlying Agreement, for whatever reason, it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Covered Entity which Business Associate maintains in any form, and retain no copies of such information.



5.6 No Feasible Return/Destruction of PHI. To the extent such return or destruction of PHI is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Underlying Agreement, until such time as all PHI has returned or otherwise destroyed as provided in this section.

5.7 Effect of Termination. All rights, duties and obligations established in this Agreement shall survive termination of this Agreement.

SECTION VI – INDEMNIFICATION/INSURANCE

6.1 Indemnification. Covered Entity shall indemnify and hold Business Associate harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Covered Entity.

6.2 Insurance. If Covered Entity requests, Business Associate shall, in its sole discretion, consider whether to obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Promptly following a request by Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

SECTION VII – MITIGATION

7.1 Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

SECTION VIII – MISCELLANEOUS

8.1 Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

8.2 Independent Contractors. No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is

not the intention of either Covered Entity or Business Associate that Business Associate constitute an "agent" under such common law.

8.3 Notice. All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage pre-paid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.

8.4 Modification of Agreement. The parties recognize that this agreement may need to be modified from time to time to ensure consistence with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HIPAA Regulations. This Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.

8.5 Transferability. Business Associate's interest under this Agreement may be transferred or assigned or assumed by any other person, in whole or in part, upon notice by Business Associate to the Covered Entity.

8.6 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of California, without giving effect to its conflict of law provisions. Santa Barbara County, California, shall be the sole and exclusive venue for any arbitration, litigation, special proceeding or other proceeding as between the parties that may be brought under, or arise out of this Agreement.

8.7 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

8.8 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

8.9 Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement.

8.10 Gender and Number. The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

8.11 Priority of Agreement. If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Amendment shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.

8.12 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronically transmitted copies hereof shall be deemed to be originals.



IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

Authorized Client Signature
Warren County Health Services
1340 State Rt 9
Lake George NY 12845

A handwritten signature in black ink that reads "Barbara Rosenblum". The signature is written in a cursive style and is followed by a horizontal line.

SHP Signature
Strategic Healthcare Programs, LLC
510 Castillo Street, 2nd Floor
Santa Barbara, California 93101

RESOLUTION REQUEST FORM NO. 4

Request for **Extending**, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: 07/26/2013

- (a) Purpose of Contract Change: To renew contract with the New York State Department of Health to allow for receipt of continued funding for the WIC Program for the contract year 10/01/2013 – 09/30/2014 in the amount of (\$501,934) in a form approved by the County Attorney
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R 449/2012 see attached
- (c) Name of Contractor: New York State Department of Health, Division of Nutrition BSFP/RPOU
- (d) Address of Contractor: Riverview Center, 150 Broadway , Floor 6 West Albany, NY 12204-2719
- (e) Contractor's Contact Person and Telephone Number: Bill Wojcicki (518)408-5278, email: wjw02@health.state.ny.us
- (f) Commencement Date of Amendment: 10/01/2013
- (g) Termination Date of Extension: 09/30/2014
- (h) Payment Provisions: quarterly voucher submission paid upon receipt of approved workplan budget
 - 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:
WIC Exp A.4013 miscellaneous salaries/fringe supplies rent etc.
WIC Rev A.4013.4403

* will send contract to county attorney's office when approved budget received back from NYSDOH

Warren County Board of Supervisors

RESOLUTION No. 449 OF 2012

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

AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH NEW YORK STATE DEPARTMENT OF HEALTH FOR SPECIAL SUPPLEMENTAL FOOD PROGRAM FOR THE WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution Nos. 664 of 2009 and 477 of 2011) with the New York State Department of Health, Division of Nutrition BSFP/RPOU, Riverview Center, 150 Broadway, Floor 6 West, Albany, New York 12204-2719, for participation in the Special Supplemental Food Program for the WIC Program within Warren County, for the ~~fourth~~^{Fifth} year of a five year contract cycle in an amount not to exceed Five Hundred One Thousand Nine Hundred Thirty-Four Dollars (\$501,934), for a term commencing October 1, ~~2012~~²⁰¹³ and terminating September 30, ~~2013~~²⁰¹⁴, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the 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 documents necessary to accept any Cost of Living Adjustment (COLA) payments that the County may receive and/or any other monies made available to the County under the term of the grant in a form approved by the County Attorney.

NEW YORK
state department of
HEALTH

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

Sue Kelly
Executive Deputy Commissioner

June 24, 2013

Kevin Geraghty
Chairman, Board of Supervisors
Warren County Health Services
1340 State Route 9 Warren County Municipal Center
Lake George, NY 12845

RE: LA #201 - Warren County Health Services

Dear Mr. Geraghty:

Enclosed is your agency's federal fiscal year (FFY) 2014 WIC contract renewal package and guidance documents for the submission of items needed for the October 1, 2013 – September 30, 2014 contract renewal period. **Please note that this is the final renewal of this contract under the current five-year procurement. A Request for Applications will be released in the next several months to re-procure WIC Local Agency services for the October 1, 2014 – September 30, 2019 period.** The following documents are enclosed:

- Attachment A: Approved Site Listing
- Attachment B: FFY14 Contract Guidance
- Attachment C: Budget Guidance
- Attachment D: WIC Site Information Form
- Attachment E: Agency Contact Form
- Attachment F: Electronic Submission Instructions
- Attachment G: WICSIS Hardware Replacement Cost
- Attachment H: Cash Forecast Form and Instructions
- Attachment I: Contract Document Submission Checklist
- Attachment J: FFY14 Budget Worksheets
- Attachment K: Estimated COLA Disbursements to Contract Costs
- Attachment L: Implementation of Vendor Prequalification for Not-for-Profits - **NEW**

Your agency's budget for the October 1, 2013 – September 30, 2014 renewal period is \$501,934, with an assigned FFY 2014 caseload target of 1,685. Please see *Attachment B "FFY 2014 Contract Guidance"* for a summary of actions required on your part to begin the renewal process. **Your contract renewal package is due no later than July 22, 2013.**

In addition to the funding identified above, SFY 2013-14 Cost of Living Adjustment (COLA) funding will be made available to WIC agencies in the first 6 months of FFY 2014.

COLA may be needed to cover unbudgeted costs identified in the FFY14 budget worksheets and to address any increases in operating costs in FFY14. The Department estimates the COLA to be approximately 8% of the initial cash value of your FFY 2013 WIC Contract.

To expedite processing of this contract renewal, WIC budget worksheets for FFY 2014 have been pre-populated to assist the completion of the budget process. Please see *Attachment C* for additional information on this budget.

If your agency is requesting a FFY 2014 cash advance, please complete the enclosed standard voucher and "Cash Forecast Form" (Attachment H) and return them with the signed, notarized contract pages. As soon as the contract is executed, cash advances will be released.

This award is conditioned on the requirement that you prequalify in the Grants Gateway by July 31st, 2013. Additional information on prequalification and the Grants Gateway can be found on the Grants Reform website (<http://grantsreform.ny.gov/>) and also on the enclosed Attachment L. Please attend to this requirement in a timely manner to avoid any delay in approval.

If you have technical questions relating to the submission of the forms, please contact the Resource Planning and Operations Unit at (518) 402-7099 (do not contact the WIC Help Desk). Questions pertaining to budgets, program services, completion of the enclosed forms, etc. should be directed to your regional office representative - regional office contact information is included in Attachment A.

Sincerely,



Roberta C. Hayward, Director
New York State WIC Program
Bureau of Supplemental Food Programs

Enclosures

cc: Regional Office Representative
Toni Roth, WIC Coordinator
Tawn Driscoll, Fiscal Manager, Warren County Health Services
Paul Dusek, County Administrator
Patricia Auer, Director, Warren County Health Services
Michael Rimkunas

Attachment A
Approved Site Listing

201 - Warren County Health Services

Your Agency is served by the Department of Health's Capital Regional Office.
They can be reached at (518) 408-5278.

You are approved to operate the following sites to provide WIC Services under the terms of the attached contract.

<u>Site Number</u>	<u>Site Name</u>	<u>Address</u>
1	Village Green	1 South Delaware Avenue Glens Falls, NY 12801
2	Warren County Health Services	1340 State Route 9 Lake George, NY 12845
3	North Creek Firehouse	134 Main Street North Creek, NY 12853
4	Brant Lake	6604 State Route 8 Brant Lake, NY 12815
5	Warrensburg	377 Schroon River Road Warrensburg, NY 12885
6	Lake Luzerne	539 Lake Avenue Lake Luzerne, NY 12846
7	VFW Post 32	32 Luzerne Road Queensbury, NY 12804
8	Montcalm Apartments	220 Burke Drive Queensbury, NY 12804
9	First Baptist Church	100 Maple Street Glens Falls, NY 12801

Attachment B

FFY14 Contract Guidance

October 1, 2013 – September 30, 2014 Contract

Enclosed is one copy of the new Master Contract for Grants. Please print **two** copies of the Signature Page of this document and have both originally signed by an individual authorized to enter into a contract on behalf of your agency and notarized. Return both originally signed and notarized Master Contract for Grants Signatures Page documents to the address below.

Proof of Workers' Compensation Coverage

Please attach documentation that your agency has current Workers' Compensation Insurance coverage. Please review the Master Contract for Grants, Attachment A-1, Part A, Section N for acceptable forms. **Please note that "ACORD" forms are not acceptable for this documentation.**

Proof of Disability Insurance Coverage

Please attach documentation that your agency has current Disability Insurance coverage. Please review the Master Contract for Grants, Attachment A-1, Part A, Section N for acceptable forms. **Please note that "ACORD" forms are not acceptable for this documentation.**

WIC Site Information Form

Please complete the enclosed WIC Site Information Form for each approved WIC site. The list of approved sites for your agency can be found in Attachment A. The WIC Site Information form is Attachment D of this mailing.

Agency Contact Form

Please complete the enclosed Agency Contact form indicating the name, current mailing address, E-mail address, telephone and fax numbers of the individuals with the authority to make decisions in the titled categories. The Agency Contact form is Attachment E of this mailing.

Contract Document Submission Checklist

To assist in completing and submitting all of the requested documentation in this mailing, a checklist is provided as Attachment I. Please check each box and return this checklist to the address below.

Vendor Responsibility Documentation

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. An electronic version of the Vendor Responsibility Questionnaire has been enclosed for vendors opting to file a paper questionnaire. In addition, please also complete and submit the enclosed Vendor Responsibility Attestation.

Submit all of the above completed documents no later than July 22, 2013 to:

New York State Department of Health
Division of Nutrition/BSFP/RPOU
Riverview Center
150 Broadway – FL 6 West
Albany, NY 12204-2719

Please follow the instructions detailed in Attachment F for electronic submission of Attachments D, E and J.

Equipment Inventory

WIC contractors are required to update and submit an equipment inventory annually. Instructions for preparing this inventory are detailed in NYS WIC Program Manual Section 1419; a current WICSIS Hardware Replacement Cost List is included as Attachment G for reference. In addition, per Section 1419, a physical inventory must be completed and documented every two years. The results of this inventory must be reconciled with property records to verify the existence, use and continued need for the equipment.

Attachment C Budget Guidance

To expedite processing of this contract renewal, your agency's WIC budget worksheets (Call Letter Attachment J) for FFY14 have been pre-populated with information collected from the FFY 2013 contract period. Your 2014 NYS Master Contract for Grants: Attachment B-1 will be generated from information entered into the Budget Worksheet. As in the past, your budget contains an "Unallocated" line as a placeholder should additional funding be made available during the contract cycle (currently the unallocated line is not funded).

When completing the budget worksheet, the total contract value specified in your call letter cannot be exceeded. Do **not** modify the budget levels listed for the Peer Counseling, Breast Pumps or Unallocated budget lines; those budget values are formula driven and cannot be changed.

Although there will not be a discrete budget line for Healthy Lifestyles (HLS), it is the expectation is that contracting agencies will incorporate the HLS philosophy throughout the WIC program. There is no application for this funding and no mid-year or final reporting requirements. However, a description of how each agency's promotes childhood obesity prevention will be a component of each agency's annual program evaluation process.

Indirect And Non-Direct Cost

For the FFY14 contract period, the total amount budgeted for Indirect and Non-Direct costs cannot exceed 10% of your budget's total direct costs. The budget worksheet will calculate this percentage and provide an error message if the 10% threshold is exceeded.

Equipment And Site Renovation Costs

One-time equipment and site renovation costs that were budgeted in the FFY13 contract year are not annualized into your FFY14 contract value. If you have equipment or site renovation needs for FFY14, please discuss them with your regional office representative immediately. For FFY14, only those site renovation and equipment costs deemed reasonable and necessary to provide WIC services will be considered.

Payroll Registers

Later in the contract renewal process, a request will be sent by the WIC Central Office for a copy of the most current payroll register page that identifies the annual gross salary for each individual listed in the FFY14 WIC Budget Worksheet. Please be prepared to supply this information when it is requested.

Copies of Leases

Later in the contract renewal process, a request will be sent by the WIC Central Office for a copy of the lease for each site listed in the FFY14 WIC Budget Worksheet for which contract reimbursement is being requested. Please be prepared to supply this information when it is requested.

Indirect Cost Rate Proposals

Each year the New York State Department of Health Women, Infants and Children (WIC) program offers local agencies the opportunity to apply for an indirect cost rate. If you wish to apply for an indirect cost rate, your agency has the option of using a federally approved indirect cost rate or a New York State approved rate. Federal rates are valid for one year while State rates are valid for two years. Please see below for Indirect Cost Rate Guidelines. A Certification of Indirect Costs form is also enclosed for your use and must be submitted if your agency is applying for an Indirect Cost Rate.

It is important to remember that indirect cost reimbursement is based upon the approved indirect cost rate *and* affordability within the overall WIC budget. In FFY 2014, total non-direct and indirect costs will be limited to 10 percent of the budgeted direct WIC costs. An agency may budget for an Indirect Cost Rate when completing the budget worksheets, however, **DOH will not reimburse indirect costs until the agency has been issued a written approval of their indirect cost rate.**

Indirect cost proposals for FFY 2014 should be submitted to DOH **before September 1, 2013**, but no later than December 31, 2013. If necessary, a request for an extension of the submission deadline may be requested in writing prior to December 31, 2013, and must include the reason for the delay.

Indirect Cost Rate proposals should be sent to the following address: **New York State Department of Health, Division of Nutrition/BSFP/RPOU, Riverview Center, 150 Broadway – FL 6 West, Albany, NY 12204-2719**

Guidelines for Indirect Cost Proposals

For agencies with Federally approved indirect cost rates, the following documentation must be submitted:

1. A copy of all pages of their most recent Federal approval letter
2. A *Certification of Indirect Costs* (blank form enclosed)

For agencies with no Federally approved indirect cost rate, the following documentation must be submitted:

1. The rate proposed, including subsidiary worksheets and other relevant data cross-referenced and reconciled to the financial data
2. A copy of the financial data (audited financial statements, budgets, accounting reports, etc.) upon which the rate is based
3. An organization chart along with a functional statement noting the duties and/or responsibilities of all units that comprise the agency
4. A *Certification of Indirect Costs* (blank form enclosed)

Attachment F

Electronic Submission Instructions

1. The FFY14 contract renewal package contains electronic copies of the WIC Site Information Form (Attachment D), the Agency Contact Form (Attachment E) and the FFY14 Budget Worksheets (Attachment J) in Adobe Acrobat format (PDF). If you do not have this software, it can be obtained free of charge at: www.adobe.com .
2. Enter all information for all fields requested in each form. Make sure to save each file before closing.
3. Attachments D, E and J are designed to be submitted electronically. All three of these files contain a "Submit by Email" button on the form to automatically mail them to the correct DOH email address. If the "Submit by Email" button fails to transmit one of these attachments, please follow the instructions below.

For Attachments D, E, and H ONLY:

- i. Save the forms.
- ii. Attach the PDFs to an email with the following Subject:
Form Submission: Agency # - Agency Name
- iii. Add any additional messages in the email's message section.
- iv. Email both files to:
wicbudget@health.state.ny.us

For Attachment J ONLY:

- i. Save the form.
- ii. Attach the PDF to an email with the following Subject:
FFY14 Budget Submission: Agency # - Agency Name
- iii. Add any additional messages in the email's message section.
- iv. Email both files to:
WICBudgetCapital@health.state.ny.us

4. If you have any questions regarding submission of Attachments D, E, H, or J, please contact the Resource Planning and Operations Unit at (518) 402-7099.

Attachment G
(Revised and updated to include
Standard WICSIS Equipment Codes)

WICSIS Hardware Replacement Cost List *
FFY 2014

<u>ITEM</u>	<u>WICSIS Equipment Code</u>	<u>Cost</u>
Permanent Site File and Print Server	PERMF&P	\$2,300
Permanent Site PC	USERPC1	\$500
Permanent Site LAN Switch	LANSW1	\$1,000
Permanent Site Check Printer	CPRT1	\$970
Permanent Site LAN Printer	LPRT1	\$650
Temporary Site Check Printer	CPRT2	\$420
Temporary Site Printer Case		\$320
Temporary Site Laptop Serve	TSSERV1	\$760
Temporary Site Laptop	USERLT1	\$635
Signature Capture Table	SIG1	\$100
Router	RTR1	\$1,300
Firewall/VPN		\$1,700
Temp Site Wireless Router		\$1,280

*The prices listed are provided solely for the purpose of estimating replacement and installation costs for these items. Actual costs may vary from those listed.

Attachment I
Contract Document Submission Checklist

Please send the below forms no later than **July 22, 2013** by regular mail to the following address:

New York State Department of Health
Division of Nutrition/BSFP/RPOU
Riverview Center
150 Broadway – FL 6 West
Albany, NY 12204-2719

- Two** originally signed and notarized copies of the Master Contract for Grants Signature Page document.
- Proof of Workers' Compensation Insurance
- Proof of Disability Insurance Coverage
- Vendor Responsibility Attestation
- Vendor Responsibility Questionnaire (or complete an online VendRep Questionnaire at OSC's website and check the appropriate box on the Vendor Responsibility Attestation
- Cash Forecast Form (**ONLY** if requesting a cash advance)
- Cash Advance Voucher(s) (**ONLY** if requesting a cash advance)
- WIC Equipment Inventory
- Attachment I: Contract Document Submission Checklist

Please send the below forms via email to: WICBudget@health.state.ny.us :

- Attachment D: WIC Site Information Form(s)
- Attachment E: Agency Contact Form

Please send the below forms via email to: WICBudgetCapital@health.state.ny.us :

- Attachment J: FFY14 Budget Worksheets

ATTACHMENT K
ESTIMATED COLA DISBURSEMENTS TO CONTRACT COSTS

The enacted New York State 2013-14 budget currently identifies that Cost of Living Adjustment (COLA) funding is available to be distributed to WIC local agencies. It is estimated that the amount of funding to be allocated will be approximately 8% of the initial cash value of the FFY13 contract. COLA funding should be available within the first six months of the FFY14 contract period.

ESTIMATED COLA FUNDING: \$36,500

This form can be completed by WIC local agencies to designate where COLA funding will be utilized to fund unbudgeted costs identified in the FFY14 budget worksheets.

ITEM	JUSTIFIED AMOUNT	BUDGETED AMOUNT	UNBUDGETED AMOUNT	COLA AMOUNT ALLOCATED
PROGRAM SUPPORT				
C.P.A.				
FRINGE BENEFITS				
SPACE				
OTHER THAN PERSONAL SERVICE				
BREAST PUMPS				
ENHANCED PEER COUNSELING				
NON-DIRECT STAFF				
NON-DIRECT FRINGE BENEFITS				
INDIRECT COSTS				
TOTAL				

CERTIFICATION OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- All costs included in this proposal used to establish billing or final indirect costs rates for the period October 1, 2013 through September 30, 2014 are allowable in accordance with the requirements of the federal agreement(s) to which they apply and with the cost principles applicable to those agreements.
- This proposal does not include any costs which are unallowable under applicable cost principles, such as (without limitation): advertising and public relations costs, entertainment costs, fines and penalties, and lobbying costs.
- All costs included in this proposal are properly allocable to Federal agreements on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare under penalty of perjury that the foregoing is true and correct.

Organization: _____

Signature: _____

Name of Official: _____

Title: _____

Date: _____

Please note that this certification must be signed and dated by an individual at a level no lower than the chief financial officer of the local agency. Only original signatures will be accepted.

ATTACHMENT L
NEW YORK STATE VENDOR PREQUALIFICATION

Implementation of Vendor Prequalification for Not-for-Profits

On June 10, 2013, New York State began implementation of a new requirement for Grant-Based Contracts, which includes the FFY14 WIC Contract Renewal. All not-for-profit vendors entering into contract agreements with New York State are now required to be prequalified by the NYS Grants Gateway. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website https://grantsgateway.ny.gov/IntelliGrants_NYSSGG/pdf/nysgg/granteepackage.pdf

- Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Vendors will be asked to submit commonly requested documents, and answer frequently asked questions once.
 - o The application requests organizational information about the vendor's *capacity, legal compliance, and integrity*.
 - o Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault.
 - o Once registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information.
 - o Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period.

- Beginning **July 2013**, all not-for-profit vendors will be required to prequalify prior to execution of contracts, **including contract renewals**. If a not-for-profit vendor is not prequalified as required, the Department will not be allowed to sign and process the WIC contract renewal.

To obtain additional information regarding the Grants Gateway, please visit the Grants Reform website (<http://grantsreform.ny.gov/>).

**Information on this initiative will be updated periodically on <http://www.GrantsReform.ny.gov>.*

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

SIGNED: Patricia [Signature]

DATE: 7/26/13

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1.	A.4010.470	Health Services -Contract Expense	A.4010.861	Health Services-Retirees Hospitalization	\$5,309.50

Total Transfers \$5,309.50

1. To transfer funds to cover Retiree Hospitalization from August to December, due to a retirement this year June 2013.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Fund			

Please state reason for transfer request: Total

Please file original request with Clerk of the Board and retain copy for your records

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or **Amending** Resolution

DEPARTMENT NAME: Health Services

DATE: 07/25/2013

- (a) Purpose of Contract Change: To amend the contract with CDPHP at the request of CDPHP to insert language required by the Centers of Medicaid and Medicare (CMS) into the Medicare schedules of CDPHP agreements to include prompt pay language to ensure the equitable settlement of claims, submission requirements and clean claim definitions set forth in NY State Insurance Law 3224-a, as already stipulated in the base agreement applies to the Medicare product schedule. Additionally language regarding Medicare compliance training will be added to the agreement.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R 275/2011 –(see attached)
- (c) Name of Contractor: Healthcare Network Strategy CDPHP
- (d) Address of Contractor: 500 Patroon Creek Blvd., Albany, NY 12206-1057
- (e) Contractor's Contact Person and Telephone Number: Michael Grodus ,
Phone number: 518-641-4290
- (f) Commencement Date of Amendment: 08/19/2013
- (g) Termination Date of Extension: per terms of current agreement
- (h) Payment Provisions: same terms as current 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:

Not applicable to this contract amendment

Warren County Board of Supervisors

RESOLUTION NO. 275 OF 2011

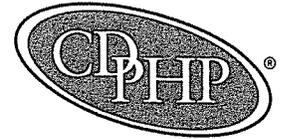
Resolution introduced by Supervisors Sokol, Thomas, Champagne, Taylor and McDevitt

**RATIFYING THE ACTIONS OF THE CHAIRMAN OF THE BOARD
OF SUPERVISORS IN EXECUTING AMENDMENT AGREEMENTS WITH CAPITAL
DISTRICT PHYSICIANS' HEALTH PLAN, INC., CDPHP UNIVERSAL
BENEFITS, INC. AND CAPITAL DISTRICT PHYSICIANS' HEALTHCARE
NETWORK, INC. WITH REGARD TO THE HEALTH SERVICES DEPARTMENT**

WHEREAS, the Director of Public Health/Patient Services advised that her office was in receipt of Amendment Agreements to the CDPHP Ancillary Provider Agreement and Unified Ancillary Provider Agreement with regard to receipt of higher and new reimbursements for services, and

WHEREAS, the Director of Public Health/Patient Services advised that in order for the Health Services Department to receive the higher and new reimbursements, the amendment agreements were executed by the Chairman of the Board prior to the May 20, 2011 Board meeting, now, therefore, be it

RESOLVED, that the actions of the Chairman of the Board of Supervisors with respect to the execution of the Amendment Agreements with Capital District Physicians' Health Plan, Inc., CDPHP Universal Benefits, Inc. and Capital District Physicians' Healthcare Network, Inc. relating to receipt of higher and new reimbursements for services, are hereby ratified.



July 18, 2013

RE: Prompt Pay for Medicare Ancillary Provider Contracts

Second Request

Dear Provider:

The Centers for Medicaid & Medicare Services (CMS) has required Capital District Physicians' Health Plan, Inc. and CDPHP Universal Benefits,® Inc. (collectively known as CDPHP®) to insert language into the Medicare Schedules of our agreements.

The prompt pay language is to ensure the equitable settlement of claims, submission requirements, and clean claim definitions set forth in *New York State Insurance Law 3224-a*, as already stipulated in the base agreement applies to the Medicare business referenced in your Medicare product schedule. Additionally, we have inserted language regarding Medicare Compliance Training.

Enclosed for your review and signature are the required amendments to your agreements. CMS permits no variation from the required language, so CDPHP is not able to accept any changes to this document. Please return the enclosed amendments to:

Healthcare Network Strategy
CDPHP
500 Patroon Creek Blvd
Albany, NY 12206

If you should have any questions regarding the enclosed amendments, please contact the CDPHP Healthcare Network Strategy Department at (518) 641-4290.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Grodus".

Michael G. Grodus
Vice President, Healthcare Network Strategy
CDPHP

Never
Rec'd first
Request

Handwritten initials in black ink, possibly "AG".

**AMENDMENT
TO THE CDPHP ANCILLARY PROVIDER AGREEMENT**

This Amendment ("Amendment") to the CDPHP Ancillary Provider Agreement by and between Capital District Physicians' Health Plan, Inc. ("CDPHP") and the Participating Provider ("Provider") is effective January 1, 2013.

RECITALS

WHEREAS, CDPHP and Provider entered into the CDPHP Ancillary Provider Agreement whereby Provider agreed to provide Covered Services to CDPHP's Members; and

WHEREAS, the Centers for Medicaid & Medicare Services has instructed CDPHP to add provisions to its Medicare Addendum related to the prompt payment of claims and provider compliance training; and

WHEREAS, pursuant to Paragraph G of Article VIII of the CDPHP Ancillary Provider Agreement, any amendment to the CDPHP Ancillary Provider Agreement shall be of no force or effect unless in writing and signed by the respective parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises contained herein and other good and valuable consideration, each of CDPHP and Provider agree as follows:

FIRST: Any capitalized terms not defined in this Amendment shall be given the meanings as defined in the CDPHP Ancillary Provider Agreement.

SECOND: Section XI shall be added to Schedule B to the CDPHP Ancillary Provider Agreement as follows:

XI. In accordance with 42 CFR 422.520(b), CDPHP and Provider agree to all standards for prompt, fair and equitable settlement of claims for services from Medicare Advantage members, including without limitation timeframes, submission requirements, and payment of interest, as set forth in the New York State Insurance Law § 3224-a, as may be amended from time to time.

THIRD: Except as expressly set forth herein, the provisions of the CDPHP Ancillary Provider Agreement shall remain unchanged and in full force and effect.

Agreed:

**WARREN COUNTY HEALTH
SERVICES:**

**CAPITAL DISTRICT PHYSICIANS'
HEALTH PLAN INC.:**

Signature

Signature

**Michael G. Grodus
Vice President, Healthcare Network
Strategy**

Print Name

Print Title

Date

Date

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or **Amending** Resolution 07/25/

DEPARTMENT NAME: Health Services

DATE: 07/25/2013

- (a) Purpose of Contract Change: To amend the contract with IVANS Inc. to reflect a merger with Ability Network Inc. and to further change the terms of the agreement with IVANS to authorize the purchase and use of the web based product that allows billing unrestricted number of Medicare claims for an annual amount of \$2,433 in a form approved by the County Attorney.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 457/2002 (see attached)
- (c) Name of Contractor: Ability Network Inc.
- (d) Address of Contractor: 100 North 6th St. Suite 900A
Minneapolis, MN 55403
- (e) Contractor's Contact Person and Telephone Number:
Janice Videtto (612) 277-3907
- (f) Commencement Date of Amendment: 08/19/2013
- (g) Termination Date of Extension: upon written notice in a form approved by the County Attorney.
- (h) Payment Provisions: \$2,433 annual amount
 - 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:

Health Services A410.428 Data Processing Expense



ABILITY™

Elevating the healthcare conversation

Software and Services Order

Order Information

OrderID ORD-94102-F3T8

Order Date 07/19/2013

Customer Information

CustomerName Warren County Health
 Services Division of Home
 Care

Customer ID 295170

Reseller

Sales Representative Janice Videtto

Territory Manager Kevin Vick

Business Contact:

Technical Contact:

Billing Contact:

	Business Contact:	Technical Contact:	Billing Contact:
Name	Tammie Delorenzo	Tara Cote	Tammie DiLorenzo
Address 1	1340 State Route 9	1340 State Route 9	1340 State Route 9
Address 2			
City, State, Zip	Lake George, NY 12845-3434	Lake George, NY 12845-3434	Lake George, NY 12845-3434
Phone 1	(518) 761-6415	(518) 761-6419	(518) 761-6415
Phone 2			
Fax			
Email	delorenzot@warrencountyny.gov	cotetl@warrencountyny.gov	delorenzot@warrencountyny.gov

Order Details

Order Instructions

myABILITY with IVANS NOW includes unlimited access to Medicare DDE, PPTN (not provided by all Medicare Payers), RHHI DDE, and DME CSI for unlimited workstations. Customer will be billed monthly in advance for this service.

Customer will utilize Medicare claims EDI. Tier 2 pricing includes up to 3,500 transactions per year. Additional transactions will be billed at \$0.40 per transaction. Customer will be billed monthly in advance for the base tier fee and monthly in arrears for any overage fees. ABILITY will count Claims transactions that are submission 837s.

Customer will utilize Medicare eligibility EDI. Tier 1 pricing includes up to 1,000 transactions per year. Additional transactions will be billed at \$0.50 per transaction. Customer will be billed monthly in advance for the base tier fee and monthly in arrears for any overage fees. ABILITY will count transactions that are eligibility response 271s.



ABILITYTM

Elevating the healthcare conversation

Software and Services Order

Order Details (continued)

#	Pricing	Qty	Product SKU	Description of Product or Service	Unit Price	Extended Price
	One-Time Charges	1	ABI-INS-L1	Installation and Set-up	\$350.00	\$350.00
	Monthly	1	ABI-myABILITY-L1	myABILITY with IVANS NOW	\$129.00	\$129.00
	Monthly	1	ABI-CHOICE-CLM-T02	ABILITY CHOICE - Medicare claims/remits	\$57.00	\$57.00
	Monthly	1	ABI-CHOICE-ELGM-T01	ABILITY CHOICE - Medicare eligibility	\$27.00	\$27.00

Your service term begins the first day of the month following the date of acceptance of this order.

Initial Invoice Amount ==> \$563.00

Monthly Recurring Amount ==> \$213.00

NOTE: ALL PAGES OF THIS DOCUMENT MUST BE SUBMITTED TOGETHER TO CONSTITUTE A COMPLETE ORDER.

THIS IS A BINDING AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS OF THE ABILITY NETWORK Inc. SERVICE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT (BAA) AVAILABLE ON THE ABILITY PUBLIC WEB SITE (<http://www.abilitynetwork.com/user-agreement>) OR UPON REQUEST. THESE DOCUMENTS ARE INCORPORATED HEREIN AS PART OF THIS AGREEMENT.

Payment terms shall be net 30 days from invoice date regardless of product installation date.

You hereby authorize ABILITY to provide the software licenses, product support services and/or professional services as described above and warrant and represent you have the requisite authority to legally bind and approve payment of forthcoming invoices. Unused base transactions expire at the end of the service period.

Exempt from state sales tax: Yes _____ (initial)

If exempt, please include a state tax exemption certificate with the signed order form.

County: Warren

This Order Form is Valid Until: 08/02/2013

AGREED AND ACCEPTED

Customer Name

ABILITY Network Inc.

Customer Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

ABILITY Sales Administration

Phone: 612-460-4327

Warren County Board of Supervisors

RESOLUTION NO. 457 OF 2002

Resolution introduced by Supervisors O'Neill, Haskell, Quintal, Montesi and Sheehan

APPROVING AND RATIFYING ACTIONS TAKEN BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS AND THE DIRECTOR OF HEALTH SERVICES HOME CARE DIVISION AS TO EXECUTION OF A COMMUNICATIONS SERVICE AGREEMENT WITH IVANS, INC. TO PROVIDE ELECTRONIC CLAIM SUBMISSION COMPUTER SOFTWARE AND MAINTENANCE TO WARREN COUNTY HEALTH SERVICES - HOME CARE DIVISION

RESOLVED, that the Warren County Board of Supervisors hereby approves and ratifies the actions taken by the Chairman of the Board of Supervisors and the Director of Health Services Home Care Division as to the execution of an agreement with IVANS, Inc., Empire Medicare Services, Institutional Electronic Data Interchange, Mail Drop 4-6, P.O. Box 4846, Syracuse, New York 13221-4846, to provide Electronic Claim Submission Computer Software and Maintenance to Warren County Health Services Home Care Division, in the following amounts:

BlueZone Emulator Software Usage Fee - 2 workstations @ \$54.00 per workstation - for a total of \$108.00 (a one time charge);
BlueZone Maintenance Fee - 2 workstations @ \$12.00 each - \$24.00 per year, per license;
Secure IP Local Dial Access - \$4.35 per hour;
Fee 800 Number, if used - \$5.50 per hour;
Internet Service Charge - \$7.00 per month,

for a term commencing upon execution of agreement and terminating upon written notice, in the form approved by the County Attorney.