

**Warren County Health Services**

**Health Services Committee Meeting**

**July 25, 2014**

**Additional Agenda Item**

**Request Committee Approval**

To allow Toni Roth, WIC Program Coordinator to attend the 2014 NYS WIC Manager's Workshop at the Desmond Hotel in Albany on September 17-18 at a cost of \$125.00

**Rationale:**

This is an annual conference that is fully covered by the WIC Program grant. The fee includes meals, and the employee will commute each of the two conference days. Committee approval is required for any conference where the expense is greater than \$100.00.

**Warren County Health Services  
Health Services Committee Meeting  
July 25, 2014  
Information Submitted By: Patricia Auer, DPH/DPS**

**Action Agenda/New Business**

**Request Resolution:**

To renew the contract agreement with Strategic Healthcare Programs, LLC for the period July 1, 2014 – June 30, 2015 in the lump sum amount of \$7,694.50 to provide benchmarking and consumer assessment of health care providers and systems(HHCAHPS) and plus a fee of \$1.95 per HHCAHPS survey in a form approved by the County Attorney.

**Rationale:**

The Centers for Medicare and Medicaid Services (CMS) require us to have a vendor to provide this service. We used to be allowed to conduct our own patient satisfaction surveys but the surveys now need to be uniform and measured using the same questions. The amount for this contract year is \$384.73 more than last year.

**Request Resolution:**

To accept the 2013 Annual Report for Warren County Health Services

**Rationale:**

This report is required by New York State Department of Health annually. Hard copies will be available upon request, and the report will be posted on the Health Services Website.

**Request Resolution:**

For out of state travel to authorize Tammie DeLorenzo, Clinical and Fiscal Informatics Coordinator to attend the Delta Health Technologies 2014 National Customer Forum on September 9<sup>th</sup> - 11<sup>th</sup>, 2014, in Altoona, Pennsylvania at an anticipated cost of \$399.00, plus meals not covered at the conference, lodging and incidental expenses paid upon submission of receipt and not to exceed the area GSA rate.

**Note:**

We do not have the actual conference brochure yet, but Tammie has spoken with Delta staff and has been advised that the conference rate is comparable to last year. Since out of state travel must be approved by Board Resolution, if we wait until next month to request approval, the conference will be over before the resolution is ratified at the September meeting. And, we would also lose the ability to register to receive the "Early Bird Rate."

**Rationale:**

The employee will drive a health services fleet vehicle. Lodging will be \$99.00 per night and meals and incidental expenses will be paid upon submission of receipts at an amount not to exceed the area GSA rate. There are funds available in the Health Services budget to cover this expense. This conference is held annually and it is very important we have appropriate staff attend as it is the forum where all the latest challenges and opportunities that affect a home care organization's bottom line are discussed with regard to our electronic medical record keeping system.

**Request Resolution:**

To accept the 2014 Warren County Public Health Emergency Preparedness and Response Plan.

**Rationale:**

The plan is required to be updated and submitted annually to New York State Department of Health as part of the deliverables for the Emergency Preparedness Grant. It will be sent to the Office of Emergency Services to be annexed to the Warren County Emergency Plan. A copy will be available at the meeting for any members wishing to review it, and individual copies can be provided upon request. There will also be a copy on file with the Health Services Committee Meeting Minutes.

**Request Resolution:**

To authorize a Business Associate agreement with Taryn K. Putney to provide speech language services, at the county established rates in a form approved by the County Attorney.

**Rationale:**

Speech language services are reimbursable.

**Request Committee Approval:**

To back fill a nursing position due to a retirement. We have completed the new process for approval, by having the Human Resource Director verify the salary and grade information, and the fact that it is a currently budgeted position, reviewed by the County Administrator, and County Budget Officer, and now it needs Health Services Committee approval before going to the Personnel Committee.

**Rationale:**

Nursing positions are revenue generating, and we must have enough nurses available in order to accept patients and provide timely and appropriate services. The nurse has indicated that she wishes to remain with us on a per diem basis, and is willing to work some weekends which will assist in our overtime expenses.

**Pending Items**

**Update on Referral Numbers and Impact of Other Certified Agencies:**

Our referral numbers continue to be fine. We will have a comparison report for the next meeting. Sharon Schaldone, Assistant Director of Patient Services will be present at the meeting to answer any questions. Since this issue is discussed at all meetings, we can probably put on the section of the meeting, "Information for Discussion," and take it off the "Pending Items."

**Information for Discussion**

**Emergency Response and Preparedness Activities:** Please see **Attachment #1** for the Monthly Report.

**Laptops**

The new laptops have arrived. Tammie DeLorenzo has been busy building them to meet our needs, and they are successfully in the field and being enjoyed and appreciated by the nurses!

**Reports of Expenditures, Revenues, Overtime and Per Diem Use:** Please see **Attachment #2.**  
Revenue and Expense Comparison Report for 2013 vs 2014: Please see **Attachment #3.**  
Tawn Driscoll, Fiscal Manager, will be present to review the reports and answer any questions.

**Attachments:**

- #1** Emergency Response and Preparedness Activities Report
- #2** Reports of Expenditures, Revenues, Overtime and Per Diem Use
- #3** Revenue and Expense Comparison Report for 2013 vs 2014

BT ACTIVITY SHEET  
BP3 - 7/1/14 - 6/30/15

Page 1

Topic Color Codes

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

# Attachment 1

**1<sup>ST</sup> QUARTER ACTIVITIES (July 1, 2014 – September 30, 2014)**

<b>Date</b>	<b>Type</b>	<b>Subject/Comments</b>	<b>Attendees</b>	<b>Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu, Special Needs)</b>
7/16/14	Webinar	▶L-5 & M-7 ClinOps "MCM Dispensing Exercise Overview"	Dan Durkee, Ginelle Jones	
7/16/14	Tabletop	▶GFH "Agricultural/farmland incident"	Dan Durkee	
7/17/14	Meeting	▶L-5 to discuss new POD site location at HSB	Dan Durkee, Maureen Schmidt	
7/17/14	Meeting	▶L-1 Review and update 5 Primary POD sites on HERDS; Reconfigure RealOps Model for WCPH PODs	Dan Durkee, Kelsey (WCPH summer intern)	
7/22/14	Training	▶M-8 - ICS 100 & NIMS 700	Patty Myhrberg	<b>Training</b>
7/23/14	Meeting	▶M-11 Quarterly EPR Committee (main meeting focus PODs & L-5 MCM Exercise)	Dan Durkee, et.al	

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2014 AS OF 7/22/2014 5:05:35 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V  
 CODE(S): 4010, 4011, 4013, 4016, 4018, 4046, 4054, 4189, 4025

EXPENSES	2014 BUDGETED	2014 YTD ACTUAL	2013 Prior Year Totals
Salaries - Regular	\$2,819,807.00	\$1,490,728.17	\$2,808,026.17
Salaries - Overtime	\$137,500.00	\$72,364.10	\$159,087.21
Salaries - Part Time	\$297,918.00	\$142,794.32	\$246,611.85
Salaries - Sick Leave Incentive			
100's PERSONAL SERVICES	\$3,255,225.00	\$1,705,886.59	\$3,213,725.23
200's EQUIPMENT	\$82,174.87	\$75,910.60	\$214,683.50
400's CONTRACTUAL	\$7,444,609.91	\$2,046,936.81	\$6,142,894.90
800's EMPLOYEE BENEFITS	\$1,835,875.00	\$1,022,367.35	\$1,750,798.31
TOTALS	\$12,617,884.78	\$4,851,101.35	\$11,322,101.94
REVENUES			
	\$10,267,528.91	\$3,432,877.84	\$9,280,158.89

Accrued above are Revenues for CHHA, LTC and MCH which total \$369,696.16. Also accrued is \$77,971 for WIC May and June vouchers, \$7,737 for our IAP (Immunization Action Plan) Grant and \$515,103.58 for our second submission(AVL) to the Preschool program for the 13/14 school year. Also to note, our total salary is 52.4 % of budget, while it was 53.72% at this time last year (see below).

Warren County Health Services  
 Salaries Comparison

2013 vs 2014  
 as of 7/13/14 Payroll date ending

Total of All Depts	YTD 2014	YTD 2013	YTD 13v14	% Change	Total Budget 2014	Total Actual 2013
Regular Salaries	\$1,490,728.17	\$1,506,940.97	-\$16,212.80	-1.08%	\$2,839,807.00	\$2,808,026.17
Overtime Salaries	\$72,364.10	\$93,390.97	-\$21,026.87	-22.51%	\$137,500.00	\$159,087.21
Part Time Salaries	\$142,794.32	\$126,218.72	\$16,575.60	13.13%	\$277,918.00	\$246,611.85
Sick Leave Incentive	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TOTALS	\$1,705,886.59	\$1,726,550.66	-\$20,664.07	-1.20%	\$3,255,225.00	\$3,213,725.23
% current YTD Salary to Total Budget	52.40%	53.72%				

\*Source: Detail G/L report for all Salary Category from 1/1/XX-7/13/XX

Note: Regular salaries are below last year due to a nursing position that is currently open. Overtime is also below last year, due to the fact that Per Diem staff have been utilized to cover staff shortages. YTD 2014 (52.40% of budget) is below 2013 YTD (53.72% of budget) by \$20,664.07. We have built up a list of experienced Per Diem nurses which has helped with both staffing shortage and increase in patient referrals.

**Revenue and Expense Comparison 2014 vs 2013  
as of 7/25/14 meeting**

EXPENSES	7/25/14	7/25/2013	Variance
	Meeting	meeting	
	2014 YTD	2013 YTD	
	Actual as of	Actual as of	
	7/22/14 G/L	7/19/13 G/L	
Salaries - Regular	\$1,490,728.17	\$1,506,940.97	(\$16,212.80)
Salaries - Overtime	\$72,364.10	\$93,390.97	(\$21,026.87)
Salaries - Part Time	\$142,794.32	\$126,218.72	\$16,575.60
Salaries - Sick Leave Incentive	\$0.00	\$0.00	\$0.00
100's PERSONAL SERVICES	\$1,705,888.59	\$1,726,550.66	(\$20,664.07)
200's EQUIPMENT	\$75,910.60	\$99,631.97	(\$23,721.37)
400's CONTRACTUAL	\$2,046,936.81	\$2,377,243.99	(\$330,307.18)
800's EMPLOYEE BENEFITS	\$1,022,367.35	\$1,011,805.45	\$10,561.90
<b>TOTALS</b>	<b>\$4,851,101.35</b>	<b>\$5,215,232.07</b>	<b>(\$364,130.72)</b>

REVENUES	2014 YTD	2013 Prior	Variance
	ACTUAL	Year Totals	
	<b>\$3,432,877.84</b>	<b>\$2,759,629.80</b>	<b>\$673,248.04</b>

**Notes:**

**Salaries:**

As noted on the financial page, Salary differences are due to open positions within the CHHA department. Per Diem staff (within PT Salary line) have been utilized to assist in nursing services.

**Contractual Services:**

Our contractual services are below last year primarily due both the Early Intervention and Preschool programs and services related for the children. It should be noted that we have been waiting for the state to approve the rates for Prospect school since July 2013. We received in May the initial approved rates however since then they have received another approved rate, therefore vouchers need to be adjusted. January and February vouchers need to be adjusted again while March to June 2014 vouchers need to be corrected and submitted for payment. These are not reflected above. Also, our Early Intervention program is being paid through an Escrow account by the state, therefore there is a delay in reflecting these expenses.

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 hereby authorizes Toni Roth WIC Program coordinator  
 (Supervisory Committee) (Employee Name)

to attend 2014 NYS WIC WIC manager's workshop  
 (Name of meeting or organization)

at The Demand Hotel, 660 Albany Shaker Rd Albany, NY 12211  
 (Address)

on Sept. 17-18, 2014 Mode of transportation to be used \_\_\_\_\_  
 (Dates) (County Vehicle or Mass Transportation)

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

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

- Notice of meeting or convention including cost.

*5 125.00 conference registration includes meals both days*

For Overnight Travel

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

Date: 7/25/14

[Signature]  
 Department Head Signature

Date: 7/25/14

[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

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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.

✓17471

WIC

Toni Roth

Copies made

A4013.444

ABOUT US TRAINING GUIDANCE PROGRAM DESCRIPTIONS REGISTRATION BREASTFEEDING SUPPORT RESOURCES

REGISTRATION
FACE-TO-FACE PROGRAMS
TRAINING CALENDAR
CANCELLATIONS
2014 NYS WIC MANAGERS' WORKSHOP
PAYMENT - 2014 NYS WIC MANAGERS' WORKSHOP

2014 NYS WIC MANAGERS' WORKSHOP DESCRIPTION
Using the "Big Bang" Approach in WIC.
Maximizing Training to Improve Service Delivery
The role of the manager is critical in the implementation of training skills and knowledge. Consideration needs to be given as to who is selected to attend trainings, how they will utilize new skills and determine follow-up for implementation that managers' need to operationalize.
This two-day WIC Managers' Workshop is designed to develop a comprehensive approach to training implementation at the Local Agency. Participants will analyze how to select individuals for training opportunities, set clear expectations for post-training implementation and develop strategies for incorporating new skills into day-to-day practices. Participants will also explore how and when training might be a requirement of a performance improvement plan and how to provide feedback to employees about clear expectations for improvement in job performance.
WIC Managers will also explore how to assure implementation of WIC strategies such as Participant-Centered Nutrition Assessments, Counseling for Breastfeeding, Income Assessment Guidelines and other initiatives are fully implemented within the Local Agencies and staff is sufficiently trained.

REGISTRATION: 2014 NYS WIC MANAGERS' WORKSHOP
Please join us for this year's 2014 NYS WIC Managers' Workshop September 17-18, 2014
Being held at the The Desmond Hotel http://www.desmondhotelsalbany.com 660 Albany Shaker Road Albany, NY 12211
\*Please register below by clicking the box for the workshop and filling in all of the required information.
Registration Fee:
There is a \$125 conference registration fee for this workshop, which will include breakfast and lunch both days. If you have dietary restrictions please e-mail kking@caiglobal.org .
\*Please register for the workshop before submitting payment.
Please make checks out to Ciatelli Associates Inc. and mail to: CAI Attn: Kelley King 2 Winners Circle Suite 102 Albany, NY 12205
\*If mailing a check please be sure to include the name(s) of person(s) attending and the agency name with your payment.
\*You may also pay via Pay Pal by clicking the option to the left "Payment - 2014 NYS WIC Managers' Workshop"
Overnight accommodations
\*Overnight rooms are being held September 16 and 17 at the state government rate of \$111/night at the Desmond Hotel.
Please call 1-800-448-3500 or (local) 518-869-8100 and identify yourself as a member of the "CAI.WIC Managers Workshop" to reserve your room by Tuesday, September 2, 2014.
You can also make reservations online here using the link code 6570 by Tuesday, September 2, 2014.
Please register no later than Friday, September 5, 2014.

## RESOLUTION REQUEST FORM NO. 4

### Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: 07/25/2014

- (a) Purpose of Contract Change: To renew contract with Strategic Health Care Programs Inc. for the period July 1, 2014 – June 30, 2015 and terminating in accordance with the terms of the agreement in a form approved by the county attorney
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R 430/2013 see attached
- (c) Name of Contractor: Strategic Healthcare Programs, Inc.
- (d) Address of Contractor: 510 Castillo Street 2<sup>nd</sup> floor, Santa Barbara, CA 93101-3406. Remittances to: 26588 Network Place, Chicago, IL 60673-1265
- (e) Contractor's Contact Person and Telephone Number: Maureen Urbina – Contracts Administrator (805)845-9508, fax (805)456-3101
- (f) Commencement Date of Amendment: 07/01/2014
- (g) Termination Date of Extension: 06/30/2015
- (h) Payment Provisions: New Rate – Annual lump sum amount \$8,079 plus \$1.95 per individual patient satisfaction survey (rate unchanged)
  - 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.4040.428 Health Services Data Processing and Internet Fees

## Auer, Pat

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**From:** DeCesare, Diane  
**Sent:** Thursday, July 10, 2014 1:32 PM  
**To:** Auer, Pat  
**Subject:** FW: Warren County Health Services (E2203) - Updated SHP Client Agreement and BAA  
**Attachments:** Warren County Health Services (E2203) - SHP Client Agrmt Agencies HHCAHPS.pdf;  
Warren County Health Services (E2203) - SHP Standard BAA 05072013.pdf

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**From:** Maureen Urbina [<mailto:MUrbina@shpdata.com>]  
**Sent:** Wednesday, July 09, 2014 1:03 PM  
**To:** DeCesare, Diane  
**Cc:** \_fulfillment  
**Subject:** Warren County Health Services (E2203) - Updated SHP Client Agreement and BAA

Hi Diane:

As requested, attached is an updated Client Agreement reflecting the recent price increase. Also attached is a Business Associate Agreement that reflects the new HIPAA regulations. Please have both agreements reviewed and let me know there are any questions. If the agreements are acceptable, please have them countersigned and emailed to [fulfillment@shpdata.com](mailto:fulfillment@shpdata.com).

Thank you.

*Maureen E. Urbina*, Contracts Administrator and Special Projects  
Strategic Healthcare Programs, LLC | 510 Castillo Street, 2<sup>nd</sup> Floor, Santa Barbara, CA 93101-3406 / 805-845-9508 /  
Fax 805-456-3101



✓ 19032  
 Santa Barbara, CA 93101  
 510 Castillo Street

# Invoice

Phone: 805-963-9446

A4010.428

Date	Invoice #
7/1/2014	14-4226

<b>Bill To</b>
Warren County Health Services Attn: Accounts Payable 1340 State Route 9 Lake George, NY 12845

**PLEASE NOTE OUR NEW  
 REMITTANCE ADDRESS:  
 26588 NETWORK PLACE  
 CHICAGO, IL 60673-1265**

Terms	Due Date	Account #	Rep	Invoiced through
Net 30 Days	7/31/2014	32136		2015/06/30

Item	Description	Qty	Rate	Amount
Agencies Renewals	SHP for Agencies™ Renewal. Oasis data outcomes, OBQI Analyzer Tools and reports.	1	8,079.23	8,079.23
HH-CAHPS Rene...	SHP for Patient Satisfaction™ HH-CAHPS Renewal. Data management, benchmarking & outcomes reports	1	1,500.00	1,500.00
HH-CAHPS Disc...	SHP for Patient Satisfaction™ HH-CAHPS Discount for existing SHP for Agencies™ Clients	1	-1,500.00	-1,500.00
	July 2014 through June 2015: The annual service renewal period pursuant to contract.			0.00

<b>Total</b>	\$8,079.23
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$8,079.23

# Warren County Board of Supervisors

## RESOLUTION NO. 431 OF 2013

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

### AMENDING RESOLUTION NO. 193 OF 2010 AUTHORIZING CLIENT 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)

WHEREAS, Resolution No. ~~193~~ of 2010, among other things, authorized an agreement with Strategic Healthcare Programs, LLC to provide benchmarking and consumer assessment of health care providers and systems for an annual lump sum of Six Thousand Nine Hundred Ninety-Five Dollars (\$6,995) and a fee of One Dollar and Ninety-Five Cents (\$1.95) per CAHPS survey, and

WHEREAS, the Director of Public Health/Patient Services is requesting to amend the agreement to increase the annual lump sum to ~~Seven Thousand Six Hundred Ninety-Four Dollars and Fifty Cents~~ <sup>Eight</sup> ~~Seven~~ <sup>Seventy nine</sup> ~~Thousand Six Hundred Ninety-Four~~ <sup>Twenty three</sup> ~~Dollars and Fifty Cents~~ <sup>8,079.23</sup> ~~(\$7,694.50)~~ and a fee of One Dollar and Ninety-Five Cents (\$1.95) per CAHPS survey for a term commencing July 1, ~~2013~~ <sup>2014</sup> and terminating in accordance with the terms of the agreement, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute a Client Agreement with Strategic Healthcare Programs, LLC to provide benchmarking and consumer assessment of health care providers and systems for a term commencing July 1, ~~2013~~ <sup>2014</sup> and terminating in accordance with the terms of the agreement for an annual lump sum of ~~Seven Thousand Six Hundred~~ <sup>Eight</sup> ~~Seventy Nine~~ <sup>Twenty three</sup> ~~Ninety-Four Dollars and Fifty Cents~~ <sup>8,079.23</sup> ~~(\$7,694.50)~~ and a fee of One Dollar and Ninety-Five Cents (\$1.95) per CAHPS survey in a form approved by the County Attorney, and be it further

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



## 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):** **SHP Solutions™ for Agencies**  
**Fee(s):** \$7,694.50 per year, per branch/location  
**Software Vendor:** \_\_\_\_\_

**Program(s):** **SHP Solutions™ for HHCAHPS**  
**Fee(s):** \$0 (\$1,500 Annual Fee waived for SHP clients using SHP Solutions™ 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:** \_\_\_\_\_

**Previous HHCAHPS Vendor:** \_\_\_\_\_

**Month SHP should begin HHCAHPS survey administration:** \_\_\_\_\_

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

\_\_\_\_\_

**Contract Term:** 1 year

**Total Annual Fee:** **\$7,694.50**

# 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 and terminating in accordance with the terms of the agreement for an annual lump sum of Six Thousand Nine Hundred Ninety-Five Dollars (\$6,995) 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 to provide benchmarking and consumer assessment of health care providers and systems for a term commencing June 1, 2010 and terminating in accordance with the terms of the agreement for an annual lump sum of Six Thousand Nine Hundred Ninety-Five Dollars (\$6,995) and a fee of One Dollar and Ninety-Five Cents (\$1.95) per CAHPS survey in a form approved by the County Attorney.



## 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): SHP for Agencies™ (hereinafter "Program")**

**Fee(s): \$6,995 per year, per branch/location**

**Software Vendor (Please fill in blank):**

1) Services Provided. SHP will provide web-based data, outcomes and benchmarking services to Client for the purpose of monitoring and comparing various performance and quality measures. SHP will provide interfaces to the Client's software vendor, if applicable. 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; real-time data analysis and benchmarks; software interfaces; program updates and notices; education and training by web-conference, electronic newsletter and teleconferences; technical support to promptly implement access to the SHP service; 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.

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.

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



## Client Agreement for SHP Data Services (Updated)

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

**Warren County Health Services (E2203)  
1340 State Route 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:** SHP Solutions™ for Agencies  
**Annual Fees:** \$8,079.23  
**Locations:** One (1)

**Program:** SHP Solutions™ for HH-CAHPS  
**Annual Fees:** \$0 - NOTE: \$1,500.00 per branch/location Annual Fee is waived for SHP Solutions™ for Agencies Clients.

**Per Survey Fee:** \$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.

**Locations:** One (1)

**Software Vendor:** Delta  
**Term:** One (1) year  
**Total Annual Fee:** \$8,079.23

**Programs 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 employ its best efforts to implement the SHP service and begin transmitting data within twenty (20) days from execution of this Agreement, and to transmit data used for benchmarking purposes on a timely basis.

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, subject to adjustment no more than annually. Payment must be received by SHP in full prior to implementation of SHP services. 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.

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

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 \$250 per hour.

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



4) Commencement, Term, and Termination of Agreement. This Agreement commences on the date of its execution by both parties and shall remain in effect for the term set forth herein. The currently established annual term is July 1 through June 30 ("Term"), with an annual renewal date of July 1 (the "Anniversary Date"). On each Anniversary Date, this Agreement shall automatically renew for successive one-year Terms unless terminated by either party with thirty (30) days' prior written notice to the other party. In the event Client terminates this Agreement before the end of this 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 set forth below.

\_\_\_\_\_  
 Authorized Client Signature  
**Warren County Health Services (E2203)**  
**1340 State Route 9**  
**Lake George, NY 12845**

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 SHP Signature  
**Strategic Healthcare Programs, LLC**  
**510 Castillo Street, 2<sup>nd</sup> Floor**  
**Santa Barbara, California 93101**

\_\_\_\_\_  
 July 9, 2014  
 \_\_\_\_\_  
 Date



## Exhibit A

### BUSINESS ASSOCIATE/CHAIN OF TRUST AGREEMENT

THIS BUSINESS ASSOCIATE/CHAIN OF TRUST AGREEMENT (the "Agreement"), dated July 9, 2014 (the "Effective Date"), is by and between:

**Warren County Health Services (E2203)**  
**1340 State Route 9**  
**Lake George, NY 12845**

(hereinafter "Covered Entity"), and STRATEGIC HEALTHCARE PROGRAMS, a limited liability corporation with its operating office at 510 Castillo Street, 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 in 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 been 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.

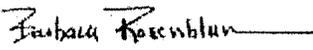


8.12 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronically transmitted copies hereof shall be deemed to be originals.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year set forth below.

\_\_\_\_\_  
Authorized Client Signature  
**Warren County Health Services (E2203)**  
**1340 State Route 9**  
**Lake George, NY 12845**

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SHP Signature  
**Strategic Healthcare Programs, LLC**  
**510 Castillo Street, 2<sup>nd</sup> Floor**  
**Santa Barbara, California 93101**

\_\_\_\_\_  
July 9, 2014  
Date

**RESOLUTION REQUEST FORM NO. 20**

**MISCELLANEOUS\***

**\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.**

**DEPARTMENT NAME:** Health Services

**DATE:** 07/25/2014

- (a) Purpose of Request: To accept the 2013 Annual Report of Warren County Health Services
- (b) Details: This report is required by New York State Department of Health
- (c) Previous Resolution Number: R.434/2013

# Warren County Board of Supervisors

## RESOLUTION NO. 434 OF 2013

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

### APPROVING WARREN COUNTY HEALTH SERVICES AGENCY EVALUATION OF SERVICES AND ANNUAL REPORT FOR 2012 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 ~~2012~~<sup>2013</sup> 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 2012, as presented to the Warren County Board of Supervisors be, and hereby is, accepted and approved.

## RESOLUTION REQUEST FORM NO. 15

### Requesting Approval for Out-Of-State Travel\*

\*If the conference announcement or details are available in writing,  
please attach.

DEPARTMENT NAME: Health Services

DATE: 07/25/2014

- (a) Dates of Travel: September 8 – 11, 2014
  
- (b) Purpose (include complete name of any conference, school, etc.):  
To attend the Delta Health Technologies 2014 National Customer Forum
  
- (c) City/Town & State:  
Altoona, Pennsylvania
  
- (d) Employee(s) Traveling (include title(s)):  
Tammie DeLorenzo, Fiscal and Informatics Coordinator
  
- (e) Is County paying the costs or is another Agency?  
County
  
- (f) Mode of Transportation to be Used: (County Vehicle or Mass Transportation)  
Health Services Fleet Vehicle

Please note: If County vehicle use is requested, upon resolution approval, please provide Fleet Manager Frank Morehouse with vehicle request form properly completed.

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 hereby authorizes Tammie De Lorenzo Fiscal and  
Informative  
Coordinator  
(Supervisory Committee) (Employee Name)

to attend the Delta Health Technologies 2014 National Customers Forum  
(Name of meeting or organization)

at Blair County Convention Center, Altoona, Pennsylvania  
(Address)

on Sept 8, 9, 11, 2014 Mode of transportation to be used Health Services Fleet  
(Dates) (County Vehicle or Mass Transportation) Vehicle

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

Proper documentation must be attached when submitting for approval. Anticipated comp. cost \$399.<sup>00</sup>  
(Please check documents attached)  
 Notice of meeting or convention including cost.

For Overnight Travel

Room rate \$ 297 - (3 nights) hotel adjacent to convention center  
 Meal costs - GSA\* per diem rate \$ not to exceed 46<sup>00</sup> / day GSA\* Rate \$ 83 per night  
\*www.gsa.gov

Date: 7/25/14

Patricia A.  
Department Head Signature

Date: 7/25/14

[Signature]  
Committee Chairman Signature

pd upon  
submission  
of receipts

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.

# Warren County Board of Supervisors

## RESOLUTION NO. 282 OF 2013

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

**AUTHORIZING OUT-OF-STATE TRAVEL FOR ~~SHARON SCHALDONE, ADPH~~  
~~AND TAMMIE DELORENZO~~, CLINICAL AND FISCAL INFORMATICS  
COORDINATOR TO ATTEND THE DELTA HEALTH TECHNOLOGIES  
~~2013~~ NATIONAL CUSTOMER FORUM  
2014**

RESOLVED, that ~~Sharon Schaldone, ADPH~~ and Tammie DeLorenzo, Clinical and Fiscal Informatics Coordinator are authorized to attend the Delta Health Technologies <sup>2014</sup> National Customer Forum in Altoona, Pennsylvania on ~~June 24, 2013 - June 27, 2013~~ <sup>September 8 - September 11, 2014</sup>, using a Warren County Health Services Department fleet vehicle for transportation, with the costs to the County for attendance being a Three Hundred Ninety-Nine Dollar (\$399) registration <sup>fee</sup> ~~fee~~ for each employee, and per diem <sup>a</sup> ~~GSA~~ rate of Two Hundred Ninety-Seven Dollars (\$297) for lodging and meals and incidental expenses paid ~~at the GSA rate~~ <sup>within GSA rates</sup> with receipts provided, and be it further

RESOLVED, that the funds for the foregoing expenses shall be expended from Budget Code A.4010 444 - Health Services, Travel/Education/Conference.

## Auer, Pat

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**From:** DeLorenzo, Tammie  
**Sent:** Wednesday, July 23, 2014 9:43 AM  
**To:** Auer, Pat  
**Subject:** Delta National Customer Forum

Hi Pat-

Trez is working on getting me an advance copy of this years registration form but felt that the rates would be comparable to last year:

Dates: 9/8/14-9/11/14  
Delta Customer Forum  
Blair County Convention Center, Altoona PA

2013 Rates:

Conference Cost: \$399 early bird  
Room: \$99/night (Marriott adjacent to Blair County Convention Center)

If I get the advance copy of the registration form prior to Friday I will forward it to you~

Thanks!

*Tammie DeLorenzo*

Clinical and Fiscal Informatics Coordinator  
Warren County Health Services  
1340 State Route 9  
Lake George, NY 12845  
(518)824-8772  
[delorenzot@warrencountyny.gov](mailto:delorenzot@warrencountyny.gov)

*Confidentiality Message: This email message, including all the attachments, is for the sole use of the intended recipient(s) and may contain confidential information and/or privileged information. If you are not the intended recipient, you are not authorized to read (anymore than you have), use, disclose or otherwise act upon this email and/or any attachments other than to contact the sender immediately by reply email and destroy/permanently delete all copies of the original message, including attachments. Unauthorized use or disclosure is prohibited*

## 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:** 07/25/2014

- (a) Purpose of Request: To accept the 2014 Warren County Public Health Emergency Preparedness and Response plan
- (b) Details: This plan is required to be updated annually and submitted to NYS DOH as part of the Emergency Preparedness Grant Deliverables. It is annexed to the Warren County Emergency Plan
- (c) Previous Resolution Number: 492/2013 see attached

# Warren County Board of Supervisors

## RESOLUTION NO. 493 OF 2013

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

### **APPROVING UPDATED EMERGENCY RESPONSE AND PREPAREDNESS PLAN FOR WARREN COUNTY HEALTH SERVICES**

WHEREAS, the Director of Public Health/Patient Services of the Warren County Health Services Department, pursuant to a New York State Department of Health requirement, has submitted the updated Emergency Response and Preparedness Plan for Warren County to the Warren County Board of Supervisors for approval, now, therefore, be it

RESOLVED, that the updated Warren County Health Services Emergency Response and Preparedness Plan, a copy of which is on file with the Clerk of the Warren County Board of Supervisors.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 07/25/2014

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement with Taryn K. Putney to provide speech language therapy services in a form approved by the county attorney.
- (c) Name of Contractor: Taryn K. Putney
- (d) Address of Contractor: 15 Mt. McGregor Road, Wilton, NY 12831
- (e) Contractor's Contact Person and Telephone Number: Taryn K. Putney, cell (518) 598-7332 , email tarynputney@gmail.com
- (f) Has or will the Contract be provided, if so, please attach: Please use therapist contract
- (g) Commencement Date of Contract: 08/18/2014
- (h) Termination Date of Contract: Upon 30 days written notice by either party
- (i) Payment Provisions:
  - i) lump sum amount – at agreed upon established per individual visit or meeting rate
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. bi monthly, upon receipt of required documentation for each individual visit.

<u>Eval Region 1</u>	<u>\$55.00</u>
<u>Revisit Region 1</u>	<u>\$53.00</u>
<u>Eval Region 2</u>	<u>\$60.00</u>
<u>Revisit Region 2</u>	<u>\$60.00</u>
<u>Meeting</u>	<u>\$40.00</u>

**Early Intervention Services Only**

<u>Region 1 Eval</u>	<u>\$50.00</u>
<u>Region 1 Revisit</u>	<u>\$50.00</u>
<u>Region 2 Eval</u>	<u>\$57.00</u>
<u>Region 2 Revisit</u>	<u>\$57.00</u>

- (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:

A 4010.10.470 Health Services

A 4016.101470 Long Term Home Health Care Program

**Taryn K. Putney**

15 Mt. McGregor Rd. • Wilton, Ny 12831 • Cell: (518) 598-7332 • [tarynputney@gmail.com](mailto:tarynputney@gmail.com)

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Objective: To obtain a position as a speech-language pathologist

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**EDUCATION:**

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*Master's of Science in Education: Communication Disorders* May 2006  
The College of St. Rose; Albany, NY G.P.A.: 3.93

*Bachelor of Arts in Communication Disorders and Sciences* May 2004  
Plattsburgh State University; Plattsburgh, NY  
Minor: Psychology G.P.A.: 3.76

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**CERTIFICATION:**

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*Certificate of Clinical Competence* March 2007

*NY State Licensed Speech-Language Pathologist* March 2007

*New York State Teacher's Certification* May 2006

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**SPEECH/LANGUAGE EXPERIENCE:**

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*New Meadow Saratoga School* February 2012- Present  
Queensbury, NY

- Provide speech/language services & evaluate children with a variety of disabilities including Down syndrome, Autism, etc. Utilize an ABA approach (including discrete trials & generalization) for preschool children. Implement IEP goals within the areas of feeding, language, fluency and articulation.

*Achievements, LLC* April 2007- February 2012  
Latham, NY

- Perform evaluations and provide itinerant services to children ages birth to seventeen in a variety of community-based settings.
- Worked as a supervisor for CFYs in a variety of community-based settings

*Helping Hands* Summers of 2008, 2009 & 2010  
Clifton Park, NY

- Ran both speech and special education groups for early intervention and preschool populations.
- Collaborated with nursery school teachers, teacher assistants as well as other related service staff (i.e., special education teachers, occupational therapists, physical therapists, etc) in order to address and incorporate appropriate IFSP/IEP goals within the therapy session and/or playgroup.

*Building Blocks Learning Center, LLC* May 2006- April 2007  
Clinton, NY

- Completed clinical fellowship year (CFY)
  - Evaluated and treated children ages birth to five years in preschools and a variety of community-based settings
- 

**PRACTICUM:**

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*Fluency Weekend Workshop: CMD 589* March 2006  
The College of St. Rose; Albany, NY

- Assessed and provided speech/language therapy to an adult and a child with fluency disorders.

**Advanced Practicum III- Adult Placement: CMD 585**

Spring 2006

Belvedere of Albany: Adult Brain Injury Center

- Provided speech/language therapy to adults with traumatic brain injury. Assisted clients with functional Activities of daily living while utilizing a cognitive approach to behavioral therapy. Assisted clients with alternative augmentative communication devices as well as with pragmatic language and literacy.

**Advanced Practicum Public Schools: CMD 587**

Fall 2005

North Colonie CSD: Southgate Elementary School; Loudonville, NY

- Provided individual and group speech/language therapy for children k-6 with autism, traumatic brain injury, and speech impairment (i.e. articulation, cognitive, language, and auditory processing impairments). Generated diagnostic reports and therapy/IEP goals.

**Fluency Council Practicum: CMD 586**

Fall 2005

The College of St. Rose; Albany, NY

- Provided speech/language therapy to an adult and a child with fluency disorders.

**First Clinical Practicum: CMD 580**

Spring 2005

The Pauline K. Winkler Speech-Language-Hearing Center

The College of St. Rose; Albany, NY

- Diagnostic Team: evaluated and diagnosed children and adults with communication disorders.
- Preschool Program: provided home-based speech/language therapy for a client with childhood apraxia.
- Winkler Center: provided therapy to an adolescent with an articulation impairment and a child with a fluency disorder.

**Independent Study: Clinical Practicum Course: CDS 499**

Spring 2004

Plattsburgh State University Speech and Hearing Center

- Provided speech/language therapy for a child with an articulation impairment and an adult with Alzheimer's.
- Formulated lesson/treatment plans and end of session reports.

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**ADDITIONAL EXPERIENCE:**

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**Teacher's Assistant**

Summer 2004

Whispering Pines Preschool; Delanson, NY

- Assisted both regular education and special needs children ages 2-4 years with implementation of behavior plans and educational/speech-language goals.

**Writing Tutor/Student Assistant**

Fall 2000- May 2004

Claude J. Clark Learning Center; Plattsburgh State University; Plattsburgh, NY

- Assisted college students with paper revisions including corrections in grammar and organization.
- Supervised the building after office hours.

**Mentor/Respite Worker**

May-Aug.: 2003

United Counseling Services; Bennington, VT

- Worked with an 18-year-old developmentally disabled individual; assisted her in developing further independence through mentoring and aiding her with functional life skills and activities.

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**VOLUNTEER EXPERIENCE:**

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**Teacher's Assistant**

March 2001

Alternative Spring Break: Tri-County Head Start; Bridgeton, NJ

- Organized and implemented activities and provided one-on-one support to children with special needs.

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**PROFESSIONAL AFFILIATION(S):**

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*American- Speech-Language-Hearing Association (ASHA)*  
*Capital Area Speech-Language Hearing Association (CASHA)*

**MEMORANDUM OF INSURANCE**

Date Issued 04/06/2014

**Producer**

Mercer Consumer, a service of  
 Mercer Health & Benefits Administration LLC  
 P.O. Box 14576  
 Des Moines, IA 50306-3576  
 1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

**Company Affording Coverage**

Liberty Insurance Underwriters Inc

**Insured**

Taryn K Putney  
 15 Mount McGregor Road  
 Wilton NY 12831

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist	AHY-705096002	04/16/2014	04/16/2015	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

**PROOF OF INSURANCE**

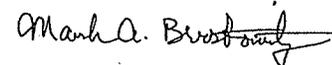
Memorandum Holder:

**PROOF OF COVERAGE ONLY**

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark Brostowitz



# Healthcare Professional Liability



## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. [ ]

Effective Date: 04/16/2014

Policy Number: AHY-705096002

Issued To: Taryn K Putney

Return Premium

Additional Premium  \$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COVERED OCCUPATIONS ENDORSEMENT

The business, occupation and/or profession shown in the Declarations of this policy is amended to include the following:

[ ]

Occupation	Covered	Occupation	Covered
Primary Professional Designation	Speech Language Pathologist	Audiologist	
Speech Language Pathologist	1	Speech Language Pathologist Assistant	
Other Owners		Other Employee	
Audiologist/Aide Employee		Speech Lang Pathologist/Aide Employee	

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

1 1



RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.00
Title of Position: Public Health Nurse Annual Salary: 44,783 Grade: 21
Budget code and title: A.4010.110 Full Time Salaries Union [X] Non-Union [ ]
This position is vacated due to: [X] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other [ ]
Employee No.: 8415 Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [X] Yes [ ] No
Source of reimbursement: [ ] Federal % [ ] State % [X] Other 100 %

Various insurances for nursing services which are billable

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[ ] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [X] Non-Competitive [ ] Other

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed.

With 6 month probationary period

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Health Services Date July 28, 2014

[X] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature]

BUDGET OFFICER COMPLETES THIS SECTION

Date 7/28/14

[X] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee [Signature] Date July 28, 2014

[X] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

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