

Health Services Committee

Warren County Health Services

AGENDA

February 27, 2015

Information Submitted By: Patricia Auer, DPH/DPS

Health Services Committee Members: Sokol, Conover, Frasier, McDevitt, Westcott

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of January 23, 2015 Health Services Committee meeting

III. Action Agenda/New Business

**Request Resolution:**

To authorize a contract agreement with Debbie L. Way to provide Respiratory Therapy Services in a form approved by the County Attorney.

**Rationale:**

Our operating certificate specifies that we will have respiratory therapy services available for those patients who require them. Currently, we have one respiratory therapist business associate that is ill and unable to see patients. It is necessary we form a contract with another one. Respiratory therapy is a reimbursable service.

**Request Resolution:**

To renew the contract with New York State Department of Health to allow continued receipt of funding for the Children With Special Health Care Needs Program for the contract period October 1, 2014 – September 30, 2017 in the amount of \$55,257, payable in annual amounts of \$18,419. The amounts are paid by quarterly voucher submission upon the approval of an annual work plan.

**Rationale:**

This contract has been in place for a number of years. We utilize the funds for educational programs for parents with children with special needs, and to assist in offsetting staff salaries. The grant is late this year for approval as the contract period has started, but the monies are here now so we will utilize them.

**Request Resolution:**

To authorize the Chairman of the Board of Supervisors to sign the HIPAA Business Associates agreements with Adirondack Health Institute, the lead agency for DSRIP, for our area in a form approved by the County Attorney.

**Rationale:**

These agreements are required by the New York State Department of Health Office of Health Insurance Programs and are necessary in order for our agency to partner with Adirondack Health Institute in the DSRIP (Delivery System Reform Incentive Payment) Program. Martin Auffredou has reviewed this document and will be present at the Health Services Committee Meeting to review the document.

**Request Resolution:**

To authorize an agreement with Merial Inc. to allow for the purchase of the vaccine for use of animal vaccinations administered at Rabies Clinics in a form approved by the County Attorney.

**Rationale:**

This is the same company we have been purchasing our animal rabies vaccine from since we began holding Rabies Clinics. Recently, we learned we could purchase the vaccine at a lower cost by way of this contract. I requested the County Attorney review the contract, and he had some concerns he plans to address by way of an addendum to the contract. Per the contract, we would agree to purchase 1,000 doses per year at a cost of \$1.43 per dose (total cost \$1,430), which is 100% reimbursed by our Rabies Program grant. Martin Auffredou, County Attorney, will be present at the meeting, to review his concerns and answer any questions the committee members may have.

**Request Resolution:**

To authorize a contract agreement with New York State Department of Health to allow acceptance of funding for Ebola Preparedness and Response Activities in the amount of \$38,000 for the contract period April 1, 2015 – September 30, 2016, in a form approved by the County Attorney.

**Rationale:**

Federal funding has been awarded to local health departments with the specific amounts based on county population. There will be specific contract deliverables and the need for an approved program budget in order for the funds to be released. We are in the process of developing the budget and the activities that must be submitted by March 13, 2015. It appears this is a onetime contract, and though it will mean additional work, it is also funding we did not anticipate.

**Request Resolution:**

To authorize a Participating Provider Agreement with Prime Health Choice LLC to allow for provision of various health services and to receive reimbursement in a form approved by the County Attorney.

**Rationale:**

This is a managed long term home health care plan that will be offered to Warren County residents, and a contract is needed in order to accept referrals on these patients.

**Request Committee Approval:**

To authorize Sandra Watson and Beth Paquette to attend the 37<sup>th</sup> Annual Conference sponsored by the WIC Association of New York State at the Lake Placid Conference Center on April 26 – 29, 2015 at a total cost not to exceed \$1,770.

**Rationale:**

This conference is expensive and annual training is required by the WIC Program. This year, instead of being held in Albany has been the case the past few years, the conference is taking place in Albany so since it involves 3 consecutive days, lodging and dinner costs are involved. One of the staff wishes to drive her own car with no reimbursement, and the other will drive in a health services fleet vehicle. The total amount above includes the conference fee which covers breakfast and lunch, with the additional expenses for lodging and dinners at the GSA per diem rates for the 2 employees. There are funds in the WIC Budget to cover the entire cost.

**Request Committee Approval:**

To backfill a nursing position for which approval was already granted in July 2014.

**Rationale:**

We had a nurse retire in July 2014. We went through the backfilling process, but did not fill the position since we had enough per diem nurse coverage that patient needs were met. That position remains funded in the 2015 Budget. We also had another nursing position that was unfilled that we relinquished during the 2015 Budget Planning Process. We are now anticipating 2 nursing retirements later this year (early summer and early fall) and we need to fill the vacant nursing position and have the person oriented and ready to manage a case load of patients when the first retirement occurs.

Since we have an updated "Notice of Intent to Fill Vacant Position" form since last summer, in checking with Joan Sady, Clerk of the Board, who had conversation with JoAnn McKinstry, I was advised that I needed to redo the form and bring to the Health Services Committee. I have reviewed the situation with Gretchen Steffan, Director of Human Resources, and Paul Dusek, County Administrator.

**Referral/Pending Items**

There are no pending items for this month.

**IV. Information for Discussion/Review**

**Emergency Response and Preparedness Activities:** Please see **Attachment #1** for the monthly report.

**Status of Referrals:** Please see **Attachment #4** for the detailed report. Sharon Schaldone, Assistant Director of Patient Services, will provide comment on the report at the meeting.  
**Report of New York State Department of Health Survey Follow up Visit:**

**Update on Animal Control Situation**

**Reports of Expenditures, Revenues, Overtime and Per Diem Use for 2014:** Please see **Attachment #2**.

**2015 Year to Date Expenditure and Revenue Report:** Please see **Attachment #2A**.

**Revenue and Expense Comparison Report for 2013 vs 2014:** Please see **Attachment #3**. Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

**Rabies Report:** 4<sup>th</sup> Quarter 2014 and total numbers of reported animal bites for 2014: Please see **Attachment #5**.

**V. Privilege of the Floor to discuss any additional items to come before Committee**

**VI. Motion to adjourn**

**Attachments:**

- #1 Emergency Response and Preparedness Activities Report
- #2 Reports of Expenditures, Revenues, Overtime and Per Diem Use for 2014
- #2A 2015 Year to Date Expenditures and Revenues
- #3 Revenue and Expense Comparison Report for 2014 vs 2015
- #4 Report of Referral Status
- #5 Rabies Report for 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

3rd QUARTER ACTIVITIES (January 1, 2015 – March 31, 2015) ▶ To be recorded on NYSDOH Deliverable template

<i>Date</i>	<i>Type</i>	<i>Subject/Comments</i>	<i>Attendees</i>	<i>Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu, Special Needs)</i>
Various ongoing	<b>EBOLA</b>	<ul style="list-style-type: none"> <li>2/2 Donning/Doffing for PH Response Team</li> <li>2/10 Mandatory Training TT for CHHA/PH</li> </ul>	Pat Auer, Ginelle Jones, Pat Belden, Dan Durkee, etc.	Pandemic Response
Various ongoing	<b>MCM Drill</b> 3/12/15	<p>▶ <b>L-5 Activities:</b></p> <ul style="list-style-type: none"> <li>On-going promotional activities</li> <li>2/2 ServNY notification to all volunteers requesting participation.</li> <li>2/13 Recruiting at 2 Glens Falls Schools Civics Classes</li> <li>2/10 Recruiting North Warren Boy Scouts</li> <li>2/10 Recruiting ACC nurses</li> <li>2/19 Pre-Reg @ Moreau Community Center</li> </ul>	Dan Durkee, Ginelle Jones, Angela Meade, Kelsey, (et.al).	<b>Drill</b>
2/6/15	Training	On-Line Course "IS-00120.a"	Ginelle Jones	<b>Training</b>
2/10/15	Meeting	BT Coordinators	Dan Durkee	
2/11/15	Webinar	▶ L-5 - ClinOps "Exercise Data Review and Submission Requirements and CDMS Enhancements & Promotion Timeline"	Ginelle Jones	
2/18/15	Tabletop	▶ GFH "Explosion during building of the parking garage"	Dan Durkee	
2/18/15	Student	Sage College	Dan Durkee	
2/24/15	Student	New Visions – Logan Akins	Dan Durkee	
2/25/15	Meeting	▶ L-8 HEPC @ HANYS, East Greenbush	Dan Durkee	
2/25/15	Webinar	▶ M-4 ServNY Administrator Training	??	<b>Training</b>

**WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS**  
**REVENUE AND EXPENDITURES FOR 2014 AS OF 2/24/2015 11:24:54 AM**

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	Salaries - Overtime	Salaries - Part Time	Salaries - Overtime	Salaries - Part Time	Salaries - Overtime
100's PERSONAL SERVICES	\$2,821,977.00	\$139,400.00	\$303,068.00	\$2,810,329.40	\$159,087.21	\$2,808,026.17
200's EQUIPMENT	\$3,264,445.00	\$138,374.87	\$7,477,558.83	\$262,705.45	\$3,213,725.23	\$246,611.85
400's CONTRACTUAL	\$1,846,198.00	\$1,802,252.31	\$4,806,044.89	\$1,802,252.31	\$1,750,798.31	\$6,142,894.90
800's EMPLOYEE BENEFITS	\$12,726,576.70	\$9,942,359.59		\$11,322,101.94		\$1,750,798.31
<b>TOTALS</b>						
<b>REVENUES</b>						
	2014 BUDGETED	\$10,360,220.83	2014 YTD ACTUAL	\$7,542,039.86	2013 Prior Year Totals	\$9,280,158.89

**Warren County Health Services**  
**Salaries Comparison**  
 2013 vs 2014  
 as of 12/31/14 Payroll

	YTD 2014	YTD 2013	YTD 13v14	% Change	Total Budget 2014	Total Actual 2013
Total of All Depts						
Regular Salaries	\$2,810,569.26	\$2,808,026.17	\$2,543.09	0.09%	\$2,821,977.00	\$2,808,026.17
Overtime Salaries	\$130,843.90	\$159,087.21	-\$28,243.31	-17.75%	\$139,400.00	\$159,087.21
Part Time Salaries	\$262,465.59	\$246,611.85	\$15,853.74	6.43%	\$303,068.00	\$246,611.85
<b>TOTALS</b>	\$3,203,878.75	\$3,213,725.23	-\$9,846.48	-0.31%	\$3,264,445.00	\$3,213,725.23
% current YTD Salary to Total Budget	98.14%	100.00%				

\*Source: Detail G/L report for all Salary Category from 1/1/XX-12/31/XX Payroll used was 98.14% of budgeted salaries.  
 Note: Regular Salaries were only \$2543 or .09% over FT salaries in 2013. Both CHHA (\$9,898) and WIC (\$9,555) were under in FT Salaries due to staffing shortages while other departments were over 2013 due to annual increases budgeted. Over time salaries remain below last year due to utilizing Per Diem staff to cover these nursing shortages which has saved in OT however increased Part time Salaries for the CHHA.  
 YTD 2014 (98.14% of budget) is below 2013 YTD (100% of budget) by \$9,846.48. We have built up a list of experienced Per Diem nurses which has helped with both staffing shortages and in patient referrals. Also to note, part time salaries overall are high due to an employee retirement cash out in January which is 71% of the YTD overage in this line.

**WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS**  
**REVENUE AND EXPENDITURES FOR 2015 AS OF 2/24/2015 11:05:32 AM**

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

EXPENSES	2015 BUDGETED		2015 YTD ACTUAL		2014 Prior Year Totals	
	Salaries - Regular	Salaries - Over Time	Salaries - Regular	Salaries - Over Time	Salaries - Regular	Salaries - Over Time
Salaries - Regular	\$2,893,227.00	\$134,500.00	\$295,396.03	\$14,582.57	\$2,810,329.40	\$130,843.90
Salaries - Over Time	\$134,500.00	\$284,721.00	\$14,582.57	\$29,159.86	\$130,843.90	\$262,705.45
100's PERSONAL SERVICES			\$29,159.86	\$339,138.46	\$262,705.45	\$3,203,878.75
200's EQUIPMENT			\$3,312,448.00	\$6,100.00	\$3,203,878.75	\$130,183.64
400's CONTRACTUAL			\$6,100.00	\$131,009.96	\$130,183.64	\$4,806,044.89
800's EMPLOYEE BENEFITS			\$1,765,250.00	\$275,538.50	\$1,802,252.31	\$1,802,252.31
TOTALS	\$11,897,398.00	\$11,897,398.00	\$746,076.92	\$746,076.92	\$9,942,359.59	\$9,942,359.59
REVENUES						
2015 BUDGETED	\$9,688,454.00		2015 YTD ACTUAL	\$420,213.34	2014 Prior Year Totals	\$7,542,039.86

Note: Revenues reflect an accrual for January billing for CHHA, LTC and MCH of \$414,651.69.

**Warren County Health Services**  
**Salaries Comparison**

2014 vs 2015  
 as of 2/8/15 Payroll

Total of All Depts	YTD		YTD		% Change	Total Budget		Total Actual	
	2015	2014	2014	YTD 14v15		2015	2014	2014	2015
Regular Salaries	\$295,396.03	\$310,736.80	\$310,736.80	-\$15,339.77	-4.94%	\$2,893,227.00	\$2,810,329.40	\$2,810,329.40	\$2,810,329.40
Overtime Salaries	\$14,582.57	\$17,146.63	\$17,146.63	-\$2,564.06	-14.95%	\$134,500.00	\$130,843.90	\$130,843.90	\$130,843.90
Part Time Salaries	\$29,159.86	\$42,383.31	\$42,383.31	-\$13,223.45	-31.20%	\$284,721.00	\$262,705.45	\$262,705.45	\$262,705.45
TOTALS	\$339,138.46	\$370,265.74	\$370,265.74	-\$31,127.28	-8.41%	\$3,312,448.00	\$3,203,878.75	\$3,203,878.75	\$3,203,878.75
% current YTD Salary to Total Budget	10.24%	11.56%	11.56%						

Source: Detail GL report for all Salary Category from 1/1/XX-2/8/XX  
 Note: Total Salaries YTD are 10.24% of 2015 budget, while at this time last year salaries were 11.56% of final salaries. Actual regular FT salaries are \$15,339.77 or 4.94% under  
 T Salaries in 2014. Due to staffing shortages in nursing, per diem nurses have been utilized to cover referrals, therefore keeping over time salaries down from last year.  
 Part time salaries YTD are below 2014, however they are actually down by 5.53% or \$1,986.75 due to the fact that 2014 totals reflect a retirement amount of \$11,256.70  
 that occurred in January 2014 which skews the numbers overall for the year in comparison.

**Revenue and Expense Comparison 2015 vs 2014  
as of 2/27/15 meeting**

<b>EXPENSES</b>	<b>2/27/15 Meeting 2015 YTD Actual as of 2/24/15 G/L</b>	<b>2/28/2014 2014 YTD Actual as of 2/24/14 G/L</b>	<b>Variance</b>
Salaries - Regular	\$295,396.03	\$310,735.80	(\$15,339.77)
Salaries - Overtime	\$14,582.57	\$17,146.63	(\$2,564.06)
Salaries - Part Time	\$29,159.86	\$42,383.31	(\$13,223.45)
100's PERSONAL SERVICES	\$339,138.46	\$370,265.74	(\$31,127.28)
200's EQUIPMENT	\$390.00	\$2,456.66	(\$2,066.66)
400's CONTRACTUAL	\$131,009.96	\$151,436.73	(\$20,426.77)
800's EMPLOYEE BENEFITS	\$275,538.50	\$321,011.12	(\$45,472.62)
<b>TOTALS</b>	<b>\$746,076.92</b>	<b>\$845,170.25</b>	<b>(\$99,093.33)</b>

<b>REVENUES</b>	<b>2015 YTD ACTUAL</b>	<b>2014 Prior Year Totals</b>	
	<b>\$420,213.34</b>	<b>\$6,179.49</b>	<b>\$414,033.85</b>

**Notes:**

Overall, we are above in Revenues and below Expenses YTD for 2015 compared to 2014. The variance in Revenues is due to the accrual in 2015 of the CHHA, LTC and MCH revenues for January, where last year we had not closed January billing at that time.

**Salaries:**

We continue to remain below last year's Salary expense as noted on the previous financial page. Per Diem Staff (expensed within Part time salary) continue to be utilized to assist in nursing coverage, therefore keeping the overtime down while other salary expenses reflect annual salary increases as outlined in the CSEA contract.

\*(note: Regular and Part time salaries reflect 2014 currently calculated and are slightly different than what was presented last year due to adjustments that were made in 2/14 after financials were presented 2/28/14)

Attachment #4

Warren County Health Services  
Patient Evaluations  
CHHA Division

CATEGORY	01/2013	02/2013	03/2013	04/2013	05/2013	06/2013	07/2013	08/2013	09/2013	10/2013	11/2013	12/2013
SN eval	156	115	135	128	146	101	151	135	126	141	113	145
SN IV eval	9	4	0	6	12	5	4	6	7	5	7	10
CDPAP	11	8	9	10	9	8	7	11	7	6	12	16
PRI	13	4	8	12	14	11	13	14	8	14	7	2
SN Evals per month	189	131	152	156	181	125	175	166	148	166	139	163
PT evals	103	88	75	84	81	61	96	95	83	104	76	80
PT only	22	7	20	23	37	24	37	28	21	30	18	19
PT only evals per mo	22	7	20	23	37	24	37	28	21	30	18	19
Total Evals per month	211	138	172	179	218	149	212	194	169	196	157	183

TOTAL EVALS=2178

CATEGORY	01/2014	02/2014	03/2014	04/2014	05/2014	06/2014	07/2014	08/2014	09/2014	10/2014	11/2014	12/2014
SN eval	127	110	132	114	139	85	116	122	106	103	109	116
SN IV eval	7	4	6	2	5	7	5	5	6	15	4	7
CDPAP	7	2	0	0	0	0	0	0	0	0	0	0
PRI	3	2	3	4	0	5	3	3	6	3	5	5
UASNY	15	11	18	14	12	23	26	21	19	16	15	26
SN Evals per month	159	125	159	134	156	120	150	151	137	137	133	154
PT evals	88	82	78	69	84	61	75	76	67	74	70	70
PT only	33	32	35	25	25	27	27	21	18	21	24	21
PT only evals per mo	33	32	35	25	25	27	27	21	18	21	24	21
Total Evals per month	192	157	194	159	181	147	177	172	155	158	154	175

TOTAL EVALS=2021

-9% 14% 13% -11% -17% -1% -17% -11% -8% -19% -2% -4% TOTAL EVALS DOWN 7% F

CATEGORY	01/2015	02/2015	03/2015	04/2015	05/2015	06/2015	07/2015	08/2015	09/2015	10/2015	11/2015	12/2015
SN eval	122											
SN IV eval	9											
CDPAP	1											
PRI	5											
UASNY	18											
SN Evals per month	155											
PT evals	80											
PT only	25											
PT only evals per mo	25											
Total Evals per month	180											

TOTAL EVALS= 2178

**Warren County Public Health  
Rabies Program  
October-December 2014**

Town	Not Vaccinated			Vaccinated			Out of Town			Stray		
	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets	Cats	Dogs	Ferrets
Bolton					1							
Chester										1		
Glens Falls	3	7			4							
Hague					1							
Horicon								1				
Johnsburg	1	1			1							
Lake George					2							
Lake Luzerne	1	3			2							
Queensbury	4	7		2	3						2	
Stony Creek												
Thurman												
Warrensburg					1							1
<b>Totals</b>	<b>9</b>	<b>18</b>		<b>2</b>	<b>15</b>			<b>1</b>		<b>1</b>	<b>31</b>	

**Bites Reported by Month**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2014	19	13	16	16	26	39	28	27	24	18	19	12	257

Attachment #5

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 02/27/2015

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement to provide Respiratory Therapy Services
- (c) Name of Contractor: Debbie L. Way RRT
- (d) Address of Contractor: 440 Kenwood Avenue, Delmar, New York 12854
- (e) Contractor's Contact Person and Telephone Number: 201-874-0842 cell/home, email: DebbieWay1@yahoo.com
- (f) Has or will the Contract be provided, if so, please attach: Please use therapist contract
- (g) Commencement Date of Contract: 03/23/2015
- (h) Termination Date of Contract: Upon 30 days written notice by either party
- (i) Payment Provisions: at agreed upon established per individual visit or meeting rate
- 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.

<u>Eval Region 1</u>	<u>\$55</u>
<u>Revisit Region 1</u>	<u>\$53</u>
<u>Eval Region 2</u>	<u>\$60</u>
<u>Revisit Region 2</u>	<u>\$60</u>
<u>OASIS</u>	<u>\$15</u>
<u>Meeting</u>	<u>\$40</u>

<u>Early Intervention Service Only</u>	
<u>Region 1 Eval</u>	<u>\$50</u>
<u>Region 1 Revisit</u>	<u>\$50</u>
<u>Region 2 Eval</u>	<u>\$57</u>
<u>Region 2 Revisit</u>	<u>\$57</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:  
A4010.10.470 Health Services  
A4016.10.470 Long Term Home Health Care Program

DEBBIE L. WAY, RRT  
440 Kenwood Avenue  
Delmar, NY 12054  
201-874-0842 Cell/Home  
Debbieway1@yahoo.com

TITLE: Registered Respiratory Therapist

**February 2008 - Present.** Glens Falls Hospital, Glens Falls, NY 518-926-1000

Duties: Ventilator management in the ICU and Emergency units. Member of the Rapid Response Team, performing emergency intubations, nebulization of respiratory medications, drawing and interpretation arterial blood gases, setup and management of BIPAP and CPAP machines, and patient education and student mentoring, and new employee department orientation.

**September 1998- February 2008.** St. Barnabus Hospital, 52 Hill Street, Livingston, NJ, 973-332-5000.

Duties: Retained as a team member with the objective of developing a new Cardio-surgical unit. The team consisted of Surgeons, Anesthesiologists, Registered Nurses, and Respiratory Therapists. Primarily responsible for protocol development, presentation to the team members for input and approval, and training and implementation for those members of the Respiratory Therapy team. The trial unit was deemed a success and within two years expanded from a four bed to eight bed unit. The team method of practice was later fully expanded to include a twenty bed Cardio-surgical Unit.

**October 1994- June 1998.** St. Peters Hospital, New Scotland Avenue, Albany, NY, 518-454-4500

Duties: Ventilator Management primarily in the ICU and cardiac step-down unit, aerosolized breathing treatment, intubations, arterial line insertions, code and trauma team, ABG, patient education of cardiac and pulmonary diseases.

**October 1992 – October 1994.** Samaritan Hospital, 2215 Burdett Street Troy, NY, 518-271-3300

Duties: Ventilator management ,arterial line insertions, intubations, nebulized breathing treatments, ABG and trauma team, patient and family education of pulmonary and cardiac disease.

**June 1983-October 1992.** Saint Clare's Hospital, 600 McClellan Street, Schenectady, NY.

Duties: Ventilator management, ABG, member of Code and Trauma Team, pulmonary function testing, aerosolized breathing treatments and patient education.

TITLE: Clinical Instructor

**Summer Semesters 2006-2008.** Sussex County Community College, Sussex NJ.

Duties: Instructed clinical classes for the summer term for 25 respiratory therapy students. This included exposure rotations to the Intensive and Pediatric Care Units, Emergency Room and Operative Room.

CERTIFICATIONS:

Registered Respiratory Therapist in the states of New York and New Jersey  
Certified in ACLS, BLS, PALS, Asthma Educator, arterial line insertion and intubations.

EDUCATION:

Hudson Valley Community College, Troy, NY- Associates Degree RRT  
Syracuse State University, Syracuse, NY- Bachelors Degree Occupational Therapy  
Maria College, Albany, NY- Associates Degree OTA



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURENCE POLICY FORM



Healthcare Providers Service Organization

Print Date: 2/03/2015

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0593018324 from 08/11/14 to 08/11/15 at 12:01 AM Standard Time

Named Insured and Address:
Debbie L Way
440 Kenwood Ave
Delmar, NY 12054-1806

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty:
Respiratory Therapist

Code:
80717

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability
\* Indirect Sexual Misconduct included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Extension Name, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA).

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 116.00

Base Premium \$116.00

Premium reflects Self Employed , Part Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D GSL10550NY G-121503-C G-121501-C GSL11892NY GSL3886
GSL3908 G-145184-A G-147292-A GSL15563NY GSL15565NY GSL17101
GSL18064NY GSL13424 G-123813-C31 G-123846-D31

Handwritten signature of Thomas F. Motamed

Chairman of the Board

Handwritten signature of John M. Walker

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B31 (03/2010)

Coverage Change Date:

Endorsement Change Date:

## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at [www.hpsoc.com/policyforms](http://www.hpsoc.com/policyforms)

### **COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>DESCRIPTION</b>
G-121500-D	Common Policy Conditions
GSL10550NY	New York Amendatory Endorsement
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
GSL11892NY	New York Amendatory Endorsement
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563NY	New York Information Privacy Coverage
GSL15565NY	New York Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
G-123813-C31	New York Amendatory Change
G-123846-D31	New York Cancellation and Non-Renewal

### **PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B31 (03/2010)  
Master Policy#: 188711433

Named Insured: Debbie L Way  
Policy#: 0593018324

## RESOLUTION REQUEST FORM NO. 4

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

DEPARTMENT NAME: Health Services

DATE: 02/27/2015

- (a) Purpose of Contract Change: To renew contract (C029748) with the New York State Department of Health to continue receipt of funding for the Children with Special Health Care Needs program for the period 10/01/2014 – 09/30/2017 in the amount of \$55,259 – (\$18, 419 per contract year).
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: On file
- (c) Name of Contractor: New York State Department of Health Division of Family Health
- (d) Address of Contractor: ESP Corning Tower Rm. 821, Albany, NY 12237
- (e) Contractor's Contact Person and Telephone Number: Marina Sepowski, (518)473-9885, email: marina.sepowski@health.ny.gov
- (f) Commencement Date of Amendment: 10/01/2014
- (g) Termination Date of Extension: 09/30/2017
- (h) Payment Provisions: Paid upon receipt of approved work plan and budget plan and budget done annually during multi year contract
- 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. **Voucher submission**)
- (i) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

Expense – Family Health- Children with Special Health Care Needs  
Salary A 4018.0020.110 – Full time salary miscellaneous expense codes

Revenue A 4018.0020.4452

**NEW YORK**  
state department of  
**HEALTH**

Howard A. Zucker, M.D., J.D.  
Acting Commissioner of Health

Sue Kelly  
Executive Deputy Commissioner

October 24, 2014

Ginelle Jones  
Assistant Director Public Health  
Warren County on behalf of Warren County Health Services  
1340 State Route 9

Dear Ms. Jones:

Enclosed please find the forms necessary to initiate your new Children with Special Health Care Needs contract number C029748 for the period October 1, 2014 – September 30, 2017, in the amount of \$55,257 (\$18,419 per year). Your grant will be a multi-year contract which will require you to prepare three (3) budgets, one for each year of the contract from October 1, 2014 – September 30, 2017. Enclosed is a standard workplan that will apply to the three year period as well as budget, justification, and contact forms. Please project your budgets as closely as possible, taking into account future salary increases.

Multi-year contracts eliminate the need to renew contracts each year. As you know, the contract renewal process can be lengthy, sometimes resulting in voucher payment delays pending contract execution. The process should result in more timely payment of claims.

Budgets, justification forms and a completed contact sheet must be submitted to me electronically at [rachel.gaul@health.ny.gov](mailto:rachel.gaul@health.ny.gov) by **November 30, 2014**. Hardcopy submissions will not be accepted. When your budgets are approved, you will receive contract signature pages under separate cover.

If you have fiscal questions or require assistance, please contact me at (518) 474-4569 or by e-mail. For programmatic questions or for guidance, please contact your Regional Office contact or Marina Sepowski at (518) 473-9883 or by email at [marina.sepowski@health.ny.gov](mailto:marina.sepowski@health.ny.gov).

Sincerely,



Rachel Gaul  
Director  
Bureau of Administration  
Division of Family Health

cc: Susan Slade  
Marina Sepowski

## 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:** 02/27/2015

- (a) Purpose of Request: To authorize Chairman of Board of Supervisors to sign HIPAA Business Associate Agreement with Adirondack Health Institute, Inc. as required by NYSDOH Office of Health Insurance Programs to allow Health Services to partner in the DSPIP (Delivery System Reform Incentive Payment) Program, in a form approved by the County Attorney.
- (b) Details:
- (c) Previous Resolution Number: None, Not Applicable

## **Auer, Pat**

---

**From:** Rhude, Kyle <krhude@adkhi.org>  
**Sent:** Monday, February 16, 2015 12:19 PM  
**To:** Auer, Pat  
**Subject:** Updated DSRIP Business Associate Agreement  
**Attachments:** PDFMailer.pdf

Dear PPS Partner:

The Department of Health inadvertently omitted a portion of a sentence from the original HIPAA Business Associate Agreement that was previously sent. Attached you will find an updated agreement.

Please sign this updated HIPAA Business Associate Agreement and return it to us no later than Friday, February 20, 2015.

This agreement is required by the New York State Department of Health, Office of Health Insurance Programs for all PPS Partners.

The HIPAA Business Associate Agreement can be sent to:

[krhude@adkhi.org](mailto:krhude@adkhi.org)

or

Adirondack Health Institute, Inc.  
101 Ridge Street  
Glens Falls, NY 12801  
Attn: Kyle Rhude

Once we receive the agreement and countersign, we will send you an electronic copy for your records.

If you have any questions concerning the above, please contact Kyle Rhude at the Adirondack Health Institute at 518 480-0111 ext. 320111.

Sincerely,

Kyle Rhude  
Contracts and Budget Manager  
Adirondack Health Institute  
101 Ridge Street, Glens Falls, NY 12801  
518.480.0111 ext #32011  
[krhude@adkhi.org](mailto:krhude@adkhi.org)

[www.adirondackhealthinstitute.org](http://www.adirondackhealthinstitute.org)  
...building healthy communities

WARREN COUNTY ATTORNEY'S OFFICE

Warren County Municipal Center  
1340 State Route 9  
Lake George, New York 12845  
Telephone 518 - 761 - 6463  
Fax 518 - 761 - 6377

LAW DEPARTMENT

Via E-Mail Only

DATE: February 17, 2015

TO: Patricia Auer, Director  
Public Health/Patient Services

FROM: Martin D. Auffredou, Warren County Attorney 

RE: Attachment B Associate Agreement (HIPPA BAA) Adirondack Health Institute, Inc.

Pat:

At your request I have reviewed the proposed HIPPA agreement.

Generally, I find the provisions acceptable.

I note the following:

1. Section IV(A) refers to a term as specified on the cover page. Either I do not have the cover page or the information is missing.
2. Under Section IV(C)(1), I recommend the language be revised as follows:  
"...upon termination of this AGREEMENT for any reason including for convenience by either party, Business Associate..."
3. Section V(B) is an indemnification clause. Does "STATE" mean New York State? If so that should be clarified.
4. A general question. What role does Adirondack Health Institute play in this? I ask because perhaps we should be asking Adirondack Health Institute to indemnify the County and perhaps New York State as well.
5. Finally, because there is an indemnification clause where the County is indemnifying the STATE, I believe only the Chairman of the Board of Supervisors can execute this agreement. Therefore, Committee and Board of Supervisors approval is necessary.

Please contact me if you have any questions.

Martin

MDA:svn

# Attachment B Associate Agreement (HIPAA BAA)

## ATTACHMENT B

### HIPAA Business Associate Agreement

To be signed by CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

#### I. **Definitions. For purposes of this AGREEMENT:**

- A. "Business Associate" shall mean: WARREN COUNTY HEALTH SERVICES LONG TERM HOME HEALTH CARE PROGRAM
- B. "Covered Program" shall mean: Adirondack Health Institute, Inc.
- C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

#### II. **Obligations and Activities of Business Associate:**

- A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required by Law.
- B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT, and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
- C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
  - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - 1. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - 2. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  - 3. Contact procedures for Covered Program to ask questions or learn additional information.
- D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

## Attachment B Associate Agreement (HIPAA BAA)

- F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
- G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
- H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
- I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

### III. Permitted Uses and Disclosures by Business Associate

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

### IV. Term and Termination

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

## Attachment B Associate Agreement (HIPAA BAA)

the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### V. Violations

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

### VI. Miscellaneous

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

#### **CONTRACTOR:**

Name: Cathy Homkey  
PPS LEAD CEO

Entity: Adirondack Health Institute, Inc.

Signature: \_\_\_\_\_

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

#### **SUB-CONTRACTOR:**

Name: \_\_\_\_\_  
PPS Partner Authorized Officer (Print Name)

Entity: WARREN COUNTY HEALTH SERVICES LONG TERM HOME HEALTH CARE PROGRAM

Signature: \_\_\_\_\_

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

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 02/27/2015

- (a) Is this a Result of a Bid or Request for Proposal? No, but quotes were obtained per county purchasing policy.
- (b) Purpose of Contract: To authorize an agreement with Merial Inc. to allow purchase of vaccine for use of animal vaccinations at Rabies clinics on a form approved by the County Attorney
- (c) Name of Contractor: Merial Inc.
- (d) Address of Contractor: 3239 Satellite Boulevard Bldg 500, Duluth, Georgia 30096
- (e) Contractor's Contact Person and Telephone Number: Sales Representative NEB04, Katie Follis, 1-800-637-4251 option 4
- (f) Has or will the Contract be provided, if so, please attach: Yes, County Attorney will add addendum
- (g) Commencement Date of Contract: 03/23/2015
- (h) Termination Date of Contract: In form agreeable to County Attorney
- (i) Payment Provisions: Per terms of contract agreement, \$1.43 per dose and must be 1000 per year (\$1,430.00)
- 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:

A 4018.0030.435 Medical Supplies for Disease Program

**2015 PUBLIC BID PRICING AGREEMENT**  
(Shelter, Humane Society, SPCA, Public Health Department, Government, State or Local Agency)

<b>Customer Information</b> Date: <b>February 4, 2015</b> Account #: <b>23559</b> Ship to Location #: <b>58883</b> Customer Name: <b>WARREN COUNTY HEALTH SERVICES</b> Address: <b>1340 STATE ROUTE 9</b> City, State Zip: <b>LAKE GEORGE, NY 12845</b> Telephone: <b>518-761-6580</b> Fax: <b>518-761-6422</b> Contact Name: <b>JOHN OCONNER DVM</b>	<b>Sales Information</b> Merial Sales Representative Name: <b>NEB04, KATIE FOLLIS</b> Phone: 1-888-637-4251, option 4 Extension: <b>59363</b>  District Manager Name: <b>AARON CAPORUSCIO</b> Phone: 1-888-637-4251, option 4 Extension: <b>59115</b>
--	--

This 2015 Public Bid Pricing Agreement ("Agreement") is dated as of February 4, 2015, and is by and between **Merial, Inc.**, a Georgia corporation, having its principal place of business at 3239 Satellite Boulevard, Bldg. 500, Duluth, Georgia 30096 USA, on behalf of itself and any of its subsidiaries and/or Affiliates ("Merial"), and **WARREN COUNTY HEALTH SERVICES**, having a place of business located at 1340 STATE ROUTE 9; LAKE GEORGE, NY 12845 ("Customer").

1. Merial agrees to provide the vaccines listed on the Public Bid Pricing List attached and incorporated into this Agreement as Exhibit A ("Exhibit A") for the prices and under the terms and conditions of this Agreement.
2. **Customer represents and warrants that all vaccines Customer purchases from Merial will be used for public health purposes only.**
3. This Agreement shall become effective on the last date of signature of this Agreement ("Effective Date") by the parties and shall remain in effect up to and through December 31, 2015 ("Term").
4. **Customer agrees to purchase a minimum of 200 doses per public bid order, and a minimum of 1,000 doses by the end of the Term.** In the event Customer fails to purchase the minimum annual order, Merial reserves the right to bill Customer the difference between the then-current list price and the prices in Exhibit A.
5. Customer's public bid purchases are not eligible for any other discounts, rebates or incentive purchase programs.
6. Customer's account must be current or no more than thirty (30) days' past due to be/remain eligible.
7. Any product purchased by public bid is not subject to the terms of the Merial Companion Animal Biological Return Policy. Shortdated product may be exchanged from fourteen (14) days before the expiration date up to ninety (90) days after the expiration date. Merial reserves the right to bill Customer the difference between the current list price and the Public Bid Pricing in Exhibit A attached to this Agreement on exchanges of IMRAB® brand rabies products shipped with twelve (12) months or greater expiration dating. 100% credit will not be issued for any reason other than product quality. All public bid exchanges and credits are subject to approval.

- 8. Merial reserves the right to split the shipping of large volume orders (greater than or equal to 10,000 doses) to provide the best expiration dating.
- 9. The fully executed Agreement will be provided to the Merial Customer Care department via fax (1-800-571-0642) or email ([SalesSupport@merial.com](mailto:SalesSupport@merial.com), include "Bid" in the subject line) by the Merial Sales Representative.
- 10. If you have questions or need further assistance regarding this Agreement, please contact Merial Customer Care by phone at 1-888-637-4251 or by email at [Sales.Support@merial.com](mailto:Sales.Support@merial.com).
- 11. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements and understandings between the parties regarding the subject matter hereof. This Agreement cannot be modified except in writing signed by both parties. This Agreement shall be governed by, interpreted, construed, and the respective rights of the parties hereto determined and all claims and disputes, whether in tort, contract or otherwise, resolved according to the laws of the State of Georgia notwithstanding any conflict of law principles to the contrary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**MERIAL, INC.**

**WARREN COUNTY HEALTH SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Katie Follis

Name: Full Name of Customer

Title: Territory Manager

Title: Title of Customer or just "Customer"

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

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

MERIAL LEGAL  
*JW/sah/jdk*  
January 30, 2015

**2015 PUBLIC BID PRICING  
EXHIBIT A**

Product	Product #	Doses/Unit	2015 Bid Price/Dose	2015 Bid Price/Tray
IMRAB <sup>®</sup> 1	231205	50	\$1.25	\$62.50
IMRAB <sup>®</sup> 1 TF	231250	50	\$1.25	\$62.50
IMRAB <sup>®</sup> 3	231005	50	<del>(\$1.43)</del>	\$71.50
IMRAB <sup>®</sup> 3 TF	231150	50	\$1.43	\$71.50
<b>PUREVAX<sup>®</sup></b>				
PUREVAX <sup>®</sup> Feline 3/Rabies	213225	25	\$12.18	\$304.50
PUREVAX <sup>®</sup> Feline 4/Rabies	213425	25	\$12.92	\$323.00
PUREVAX <sup>®</sup> Feline 3 (RCP)	213125	25	\$3.97	\$99.25
PUREVAX <sup>®</sup> Feline 4 (RCCP)	214425	25	\$4.69	\$117.25
PUREVAX <sup>®</sup> Feline Respiratory 2 (RC)	214325	25	\$3.45	\$86.25
PUREVAX <sup>®</sup> Feline Respiratory 3 (RCC)	214525	25	\$3.76	\$94.00
PUREVAX <sup>®</sup> Feline Rabies 1 YR	213625	25	\$8.38	\$209.50
PUREVAX <sup>®</sup> Feline Rabies 3 YR	213825	25	\$24.64	\$616.00
PUREVAX <sup>®</sup> Feline Rabies 3 YR	73088	10	\$24.64	\$246.40
PUREVAX <sup>®</sup> Recombinant Leukemia	72253	25	\$10.48	\$262.00
<b>RECOMBITEK<sup>®</sup></b>				
RECOMBITEK <sup>®</sup> C3 (DAP)	226325	25	\$4.61	\$115.25
RECOMBITEK <sup>®</sup> C4 (DAP)	224125	25	\$4.71	\$117.75
RECOMBITEK <sup>®</sup> C4/CV (DAPPC)	225225	25	\$7.29	\$182.25
RECOMBITEK <sup>®</sup> C6 (DAPP-L)	226125	25	\$5.15	\$128.75
RECOMBITEK <sup>®</sup> C6/CV (DAPP-L)	226225	25	\$7.43	\$185.75
RECOMBITEK <sup>®</sup> CORONA-MLV	221325	25	\$5.66	\$141.50
RECOMBITEK <sup>®</sup> LYME	221620	20	\$13.89	\$277.80
RECOMBITEK <sup>®</sup> LYME	221650	50	\$13.26	\$663.00
RECOMBITEK <sup>®</sup> Lepto 4	73057	50	\$5.24	\$262.00
RECOMBITEK <sup>®</sup> PARVO + CCV-MLV	222125	25	\$7.56	\$189.00
RECOMBITEK <sup>®</sup> PARVO	221850	50	\$4.28	\$214.00
RECOMBITEK <sup>®</sup> Canine Distemper	72932	10	\$4.50	\$45.00

ADDENDUM TO 2015 PUBLIC BID PRICING AGREEMENT  
BETWEEN MERIAL, INC. AND WARREN COUNTY HEALTH SERVICES  
DATED FEBRUARY 4, 2015

The terms and conditions of this Addendum to the Pricing Agreement are expressly incorporated into the 2015 Public Bid Pricing Agreement between Merial, Inc. ("Merial") and Warren County Health Services ("Customer") dated February 4, 2015.

1. The title of this Agreement shall be revised to read as follows:  
"2015 Pricing Agreement".
2. Paragraph 2 of the 2015 Pricing Agreement shall be revised to add the following sentence at the beginning thereof:  
"Merial represents and warrants that all vaccines Customer purchases from Merial under this 2015 Pricing Agreement will be fit for their intended use and purpose".
3. Paragraph 3 of the 2015 Pricing Agreement shall be revised by adding the following sentence at the end thereof:  
"Notwithstanding anything in this 2015 Pricing Agreement to the contrary, either party may terminate this Agreement at any time for cause".
4. A new paragraph 12 shall be added to the 2015 Pricing Agreement as follows:  
"Merial agrees not to assign, transfer, sublet or otherwise dispose of this 2015 Pricing Agreement or any part thereof, or of any of its right, title or interest therein, or its power to execute this agreement without the prior written consent of the Customer".
5. A new paragraph 13 shall be added to the 2015 Pricing Agreement as follows:  
"To the fullest extent permitted by law, Merial shall indemnify, hold harmless and defend Customer, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Customer, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damages to property including loss of use thereof, arising directly or indirectly from Meril's performance under this 2015 Pricing Agreement or the product supplied by Meril under this 2015 Pricing Agreement and from any act or omission including negligence on the part of the Merial, its employees, agents, representatives, materialmen, suppliers,

and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Customer and the Merial shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions”.

6. A new paragraph 14 shall be added to the 2015 Pricing Agreement as follows:  
“Compliance with Executive Order #38. Merial is hereby advised of the existence of New York State Executive Order #38, If Merial is a covered provider under Executive Order #38, Merial may be subject to certain financial reporting obligations with New York State under Executive Order #38 and regulations promulgated thereunder. Information about Executive Order # 38 can be obtained at <http://executiveorder38.ny.gov>.”
7. A new paragraph 15 shall be added to the 2015 Pricing Agreement as follows:  
“In the event that any provision of this 2015 Pricing Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the 2015 Pricing Agreement, to the extent the Courts have determined practical shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

IN WITNESS WHEREOF, this Addendum has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

\_\_\_\_\_  
Warren County Attorney

By \_\_\_\_\_  
KEVIN B. GERAGHTY, CHAIRMAN  
Board of Supervisors

Date \_\_\_\_\_

MERIAL, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 02/27/2015

- (a) Is this a Result of a Bid or Request for Proposal? NO
- (b) Purpose of Contract: To authorize a contract agreement with NYSDOH to allow acceptance of funding for Ebola preparedness and response activities in the amount of \$38,000 in a form approved by the County Attorney.
- (c) Name of Contractor: NYSDOH Grants Administration Office of Public Health
- (d) Address of Contractor: Riverview Center ,150 Broadway Suite 516, Menands, NY 12204-2719
- (e) Contractor's Contact Person and Telephone Number: Scott Bieg (518)408-2063 email: scott.bieg@health.ny.gov
- (f) Has or will the Contract be provided, if so, please attach: Will send to County Attorney when contract received with approved budget
- (g) Commencement Date of Contract: 04/01/2015
- (h) Termination Date of Contract: 09/30/2016
- (i) Payment Provisions: Per contract specifications paid upon receipt of approved budget plan
- 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:  
Public Health Ebola  
A.4190 – Miscellaneous Expenses  
A.4190 4402 - Revenue

New York State Department of Health will be awarding local health departments and NYSACHO with funding for Ebola preparedness and response activities. Please see the attached table for funding allocations.

After much consideration, we have determined that the best approach is to provide the funding under a separate contract agreement from your PHEP awards.

The Ebola budget period is 18 months, 4/1/15 – 9/30/16, and must be tracked separate from the current PHEP Base and CRI funding, which has a budget period of 7/1/14 – 6/30/15. We feel that trying to combine the Ebola funding into the existing PHEP contracts would significantly increase the administrative burden on everyone involved. In addition, new OMB requirements were implemented in December 2014 which further complicates the contract if we attempt to co-mingle the funds.

Attached please find the documents needed to submit your Ebola budget and initiate the new contract.

For your convenience, you may submit the budget using either the Microsoft Word template or the Microsoft Excel template. The Excel template performs roll-up calculations and automatically transfers totals to the summary page.

In an effort to make this process as easy as possible, the documents listed below are attached to assist you in preparing your budget:

- Budget Template for Ebola (Excel 2003, and Microsoft Word). Funding period is 4/1/15 – 9/30/16.
- Meeting Expense Guidelines
- Ebola Funding Table: Please note each local health department will receive a base allocation. Certain local health departments will receive additional supplements if their county has an airport or land-border crossings.

Budgets should be developed for 100% of the allocation amount. Deliverables will be provided under separate cover and will be posted to the Health Commerce System.

The contract will include a Maximum Reimbursable amount. A Maximum Reimbursable is a tool that allows us to execute a contract for the full amount of the award, while committing only a portion of the total funds. The Maximum Reimbursable on the new Ebola contract will initially be set at 50% of each local health department's allocation. This means that 50% of the allocation will be made available upon execution of the contract. The remaining funds will be released based on an analysis of actual expenses over the 18 month period. You will receive an official notice from HRI when the Maximum Reimbursable is increased.

Please return the **completed budget** electronically to [btlhd@health.ny.gov](mailto:btlhd@health.ny.gov) as soon as possible, but no later than Friday, **March 13, 2015**. If you are unable to meet this deadline, please notify us at [btlhd@health.ny.gov](mailto:btlhd@health.ny.gov).

Scott Bieg  
Grants Administration – Office of Public Health  
New York State Department of Health  
Riverview Center  
150 Broadway, Suite 516  
Menands, NY 12204-2719  
Phone: (518) 408-2063  
Email: [scott.bieg@health.ny.gov](mailto:scott.bieg@health.ny.gov)

## LHD Ebola Allocation

4/1/15 - 9/30/16

County	2010 Total Population	Base Allocation	Border Supplement	Airport Supplement	Total Allocation
Albany	304,204	\$100,000		\$8,366	\$108,366
Allegany	48,946	\$38,000			\$38,000
Broome	200,600	\$100,000		\$5,517	\$105,517
Cattaraugus	80,317	\$38,000			\$38,000
Cayuga	80,026	\$38,000			\$38,000
Chautauqua	134,905	\$38,000			\$38,000
Chemung	88,830	\$38,000		\$2,443	\$40,443
Chenango	50,477	\$38,000			\$38,000
Clinton	82,128	\$38,000	\$10,000	\$2,259	\$50,259
Columbia	63,096	\$38,000			\$38,000
Cortland	49,336	\$38,000			\$38,000
Delaware	47,980	\$38,000			\$38,000
Dutchess	297,488	\$100,000			\$100,000
Erie	919,040	\$100,000	\$2,000	\$25,274	\$127,274
Essex	39,370	\$38,000			\$38,000
Franklin	51,599	\$38,000	\$10,000		\$48,000
Fulton	55,531	\$38,000			\$38,000
Genesee	60,079	\$38,000			\$38,000
Greene	49,221	\$38,000			\$38,000
Hamilton	4,836	\$38,000			\$38,000
Herkimer	64,519	\$38,000			\$38,000
Jefferson	116,229	\$38,000	\$2,000	\$3,196	\$43,196
Lewis	27,087	\$38,000			\$38,000
Livingston	65,393	\$38,000			\$38,000
Madison	73,442	\$38,000			\$38,000
Monroe	744,344	\$100,000		\$20,469	\$120,469
Montgomery	50,219	\$38,000			\$38,000
Nassau	1,339,532	\$100,000			\$100,000
Niagara	216,469	\$100,000	\$6,000	\$5,953	\$111,953
Oneida	234,878	\$100,000			\$100,000
Onondaga	467,026	\$100,000		\$12,843	\$112,843
Ontario	107,931	\$38,000			\$38,000
Orange	372,813	\$100,000		\$10,252	\$110,252
Orleans	42,883	\$38,000			\$38,000
Oswego	122,109	\$38,000			\$38,000
Otsego	62,259	\$38,000			\$38,000
Putnam	99,710	\$38,000			\$38,000
Rensselaer	159,429	\$38,000			\$38,000
Rockland	311,687	\$100,000			\$100,000
Saratoga	219,607	\$100,000			\$100,000
Schenectady	154,727	\$38,000			\$38,000
Schoharie	32,749	\$38,000			\$38,000
Schuyler	18,343	\$38,000			\$38,000
Seneca	35,251	\$38,000			\$38,000
St. Lawrence	111,944	\$38,000	\$4,000		\$42,000
Steuben	98,990	\$38,000			\$38,000
Suffolk	1,493,350	\$100,000		\$41,067	\$141,067
Sullivan	77,547	\$38,000			\$38,000
Tioga	51,125	\$38,000			\$38,000
Tompkins	101,564	\$38,000		\$2,793	\$40,793
Ulster	182,493	\$38,000			\$38,000
Warren	65,707	\$38,000			\$38,000
Washington	63,216	\$38,000			\$38,000
Wayne	93,772	\$38,000			\$38,000
Westchester	949,113	\$100,000		\$26,101	\$126,101
Wyoming	42,155	\$38,000			\$38,000
Yates	25,348	\$38,000			\$38,000
<b>Total LHDs</b>	<b>11,202,969</b>	<b>\$3,034,000</b>	<b>\$34,000</b>	<b>\$166,532</b>	<b>\$3,234,532</b>
<b>NYSACHO</b>		<b>\$18,321</b>			<b>\$18,321</b>
<b>TOTAL</b>		<b>\$3,052,321</b>	<b>\$34,000</b>	<b>\$166,532</b>	<b>\$3,252,853</b>

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

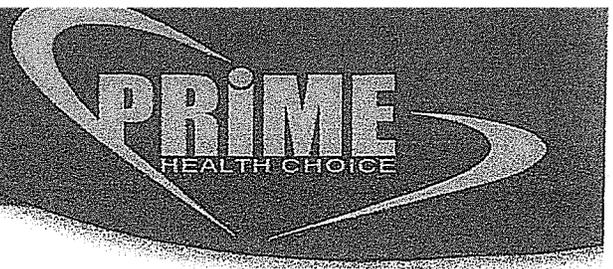
DEPARTMENT NAME: Health Services

DATE: 02/27/2015

- (a) Is this a Result of a Bid or Request for Proposal? NO
- (b) Purpose of Contract: To authorize a contract agreement with Prime Health Choice LLC to provide specific health services and receive reimbursement
- (c) Name of Contractor: Prime Choice LLC
- (d) Address of Contractor: 3125 Emmons Avenue, Brooklyn, NY 11235
- (e) Contractor's Contact Person and Telephone Number: Meg Wallingford, cell – 488-7133, fax (518)694-3427, mawallingford@gmail.com
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 02/01/2015
- (h) Termination Date of Contract: per contract terms
- (i) Payment Provisions: per contract terms
- 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:  
CHHA A4010.1610  
LTHHCP A4016.1602

**PRIME  
HEALTH CHOICE, LLC**

3125 Emmons Avenue Brooklyn, NY 11235  
Tel.: 1-855-777-4630



December 29, 2014

Dear Provider,

Thank you for your interest in becoming a Prime Health Choice, LLC. (PHC) participating provider. Prime Health Choice was founded by Prime Home Health Services, a Certified Home Health Care Agency that has been providing home health services with great success over the last eight years. Our MLTC program is especially designed for people who have Medicaid. We coordinate and manage their health needs, allowing our members to stay safely at home and in the community.

As a Provider, you will experience the unique and outstanding benefits that our plan offers to both Members and Providers.

**Provider Benefits include:**

- Prime Health Choice coordinates services to your patients to ensure they receive all necessary services
- Transportation provided to your office, virtually eliminating 'no-show' appointments
- Competitive fee schedule
- Dedicated team of provider relations professionals

Enclosed are materials providing you additional information about PHC and our program. Please review the following documents that includes:

- Prime Health Choice informational brochure
- Participating Provider Contract (two copies)
- Proposed Fee Schedule

A copy of our Provider Manual is available electronically or in paper format, upon request.

Within the next three weeks a PHC representative will contact you to discuss the information.

If you have any questions during the interim, please contact our PHC representative by e-mailing us at [contractingprime@gmail.com](mailto:contractingprime@gmail.com) or by calling 518-488-7133. Our fax number is 518-694-3427. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Lippitt". The signature is written in a cursive, flowing style.

Matt Lippitt  
Vice President, Managed Long Term Care  
Prime Health Choice, LLC.

**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 Sandra Watson, Beth Paquette  
(Supervisory Committee) (Employee Name)

to attend 37<sup>th</sup> Annual Conference Center at Lake Placid - WIC Association for NYS  
(Name of meeting or organization)

at Conference Center of Lake Placid, 2608 Main St., Lake Placid, NY 12946  
(Address)

on 04/26-04/29/2015. Mode of transportation to be used Health Services fleet vehicle  
(Beth Paquette will drive)  
(Dates) (County Vehicle or Mass Transportation)

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

Sandra Watson wishes to drive her own vehicle with no mileage reimbursement

**Proper documentation must be attached when submitting for approval.**

(Please check documents attached)

- Notice of meeting or convention including cost. \$ 375 each employee = \$ 750.

**For Overnight Travel**

- Room rate \$ 109 per night per ee (3 nights) <sup>= 654.</sup> GSA\* Rate \$ 105 per day
- Meal costs - GSA\*per diem rate \$ 61 per day per ee- paid upon submission of receipt and lunch included in conference fee

\*www.gsa.gov breakfast

Date: 2/27/15

Pateric...  
Department Head Signature

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

\_\_\_\_\_  
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** Not applicable

\*\*\*\*\*

Filing Instructions:



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About WIC Association of NYS | Location & Accommodation Information | Registration Rates | Conference Agenda | Exhibitor/Sponsorship Opportunities! | About Lake Placid | Become a WIC Association of NYS Member! | CEU Information | Additional Files

### Registration Rates

Conference Attendee Registration Rates	
WIC Member Full Registration	<del>\$475</del>
WIC Member One Day Only	\$200
Non Member Full Registration	\$575
Non Member One Day Only	\$300
Non Member Becoming a Member Full Registration	\$475 + Membership Rate
Non Member Becoming a Member One Day Only	\$200 + Membership Rate

375 x 2

**\*Click here for a full listing of our membership rates**

\*In previous years the conference meals and breaks were included in the hotel guestroom rate. However, this year we have included the cost of the meals and breaks into the conference registration fee and the hotel rate is for your room only. You will notice this in the lower cost for overnight accommodations and the increase in the conference registration fees from previous years. Check out the Locations & Accommodations Tab to see the great group rate at each of the available properties.

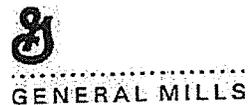
\*Conference fee now includes breakfast and lunch on Monday, Tuesday & Wednesday as well as any refreshment breaks throughout the conference. We will also be providing a complimentary opening night reception on Sunday evening for conference attendees.

### Silver Sponsors



**HARVEST HILL**  
BEVERAGE COMPANY

### Break Sponsor



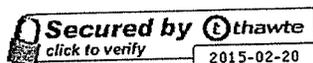
### Keynote Sponsor



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# Rising to New Heights

40 Years and Going Strong!

## 37th Annual Conference

Association of New York State Dietitians

**APRIL 26 - 29, 2015**

Conference Center at Lake Placid

**LAKE PLACID, NEW YORK**

### Sunday, April 26th

**3:00pm - 8:00pm**

Conference Registration

Location: **2<sup>nd</sup> Floor: Edelweiss (Prefunction)**

**5:00pm - 8:00pm**

Exhibit Area Open

Location: **2<sup>nd</sup> Floor: Lussi Ballroom A-C & Edelweiss (Prefunction)**

**6:30pm - 8:00pm**

Opening Reception

Location: **Exhibit Area**

### Monday, April 27th

**7:30am - 5:00pm**

Conference Registration

Location: **2<sup>nd</sup> Floor: Edelweiss (Prefunction)**

**7:30am - 5:00pm**

Exhibit Area Open

Location: **2<sup>nd</sup> Floor: Lussi Ballroom A-C & Edelweiss (Prefunction)**

**7:30am - 8:15am**

Breakfast

Location: **Lussi Ballroom D**

**8:30am - 10:00am**

**Opening Plenary Session**

**The Positive Power of Humor**

Location: **Lussi Ballroom D**

This fast paced humorous presentation is peppered with personal anecdotes and real life experience.

Yvonne provides insights into the trials and triumphs we face at home and in the workplace.

She has met personal challenges-major career changes, death, illness, divorce and single parenthood with unshakable optimism, deep faith,

and a sense of humor. This is a common sense no-nonsense and hysterical look at life. Find out how humor and joy:

- Improves Communication
- Stimulates Creativity
- Builds Confidence
- Promotes Good Health
- Encourages Problem Solving
- Helps to Overcome Fear
- Increases Productivity
- Reduces Stress

**Speaker:** Yvonne Conte, *Founder and CEO, Humor Advantage*

**10:00am - 10:30am**

Morning Break with Exhibitors

Location: **Exhibit Area**

**10:30am - 12:00pm**

**100 - Workshop Series**

**101- Nutritional Benefits of Plant-Based Diets**

Location: **Gore**

Plant-based diets offer numerous health and nutritional benefits to people of all ages. Some of these benefits include reduction in weight, cholesterol, blood pressure and glucose levels. Given the high prevalence of obesity, and diabetes in the population, the inclusion of plant-based meals offer an easy way to reduce the risks resulting from these metabolic/disease conditions and help individuals & families achieve a healthier life style.

**Speaker:** Vijaya Jain, M.S., MSc., RDN., CDN.  
*Nutrition Consultant, Independent Consultant*

### **102- Breastfeeding & Substance Abuse**

Location: **Whiteface**

During the past month, nearly 6% of pregnant women have abused legal or illegal substances. What are the risks of breastfeeding, and not breastfeeding for women who continue to use recreational drugs; such as alcohol, marijuana, opiates and opioids (morphine, heroin, methadone), and others after their baby's birth? Under what circumstances should we encourage or discourage breastfeeding among addicts and substance abusers? Hear what the experts recommend.

**Speaker:** Nancy Mohrbacher, IBCLC, FILCA, *President, Nancy Mohrbacher Solutions, Inc.*

### **103- Feeling Blue: How WIC Can Help Women with Prenatal and Postpartum Depression**

Location: **Intervale**

There is a lot of talk about postpartum depression in the news, but actually depression during pregnancy is also common. Depression can affect and be affected by diet. This session will discuss prenatal and postpartum depression, their risk factors as well as dietary factors that can help (or hurt). Participants will also practice their counseling skills dealing with mental health issues.

**Speaker:** Bridget Swinney, MS, RD, LD, *Healthy Food Zone*

### **104- Is Your Clinic Participant Centered? How to Conduct a Patient Flow Analysis**

Location: **Van Hoevenberg**

Learn how to collect data to help you manage your clinics and staff resources. Maximizing patient flow allows for enhanced participant centered services by streamlining clinic services, decreasing participant waiting time and maximizing participant education time. Patient Flow Analysis is a process that collects data regarding the movement of participants through the WIC Clinic. The data is used to:

- Track participant waiting times
- Track staff time spent with participants
- Identify staffing and scheduling needs

**Speaker(s):** James Leo, *Health Program Administrator, New York State Department of Health*

AmyLyn King Blodgett, MPA, RD, CLC, *WIC Program, Division of Nutrition, New York State Department of Health*

**12:00pm- 1:30pm**

Lunch

Location: **Lussi Ballroom D**

**1:30pm- 3:00pm**

### **Afternoon Plenary Session- Overcoming the 7 Obstacles to Change**

Location: **Lussi Ballroom D**

Our surprise speaker and entertainer has performed over 2,500 shows over the last 30 years to audiences that have included such dignitaries as Bill Gates, President Clinton, and the Prime Minister of Canada. He attributes his success to the willingness to break rules and will share his stories and insights about tapping the power of intelligent misbehavior. Leadership, innovation, and excellence always arises by engaging in some form of intentional rule breaking. Intelligent misbehavior is the willingness to challenge the hidden rules in our culture that compromise individual and organizational potential. A plan of strategic rule breaking is an essential component of organizational success and a task that must be assumed by all members of an excelling organization. This presentation will reveal 7 hidden rules you were born to break and inspire you to engage creative and profitable deviance.

**3:00pm- 3:30pm**

Afternoon Break with Exhibitors

Location: **Exhibit Area**

**3:30pm- 5:00pm**

**200 Workshop Series**

### **201- Program Integrity**

Location: **Gore**

The Bureau of Special Investigations (BSI) is an office of public health law enforcement, within the New York State Department of Health, charged with the mission of improving program integrity via the minimization of waste, fraud and abuse. BSI conducts a broad range of investigations in support of the NYS WIC Program, including investigations of vendors, participants, local agency organizations and their employees, as well as any other party that may be suspected of abusing WIC. This presentation will describe ways in which you can detect fraud in the WIC Program through the gathering and evaluation of known facts. The gathering of information through interview is an extremely important tool in this process. During this presentation we will provide tips on how to conduct an informal interview, how to evaluate the truthfulness of the information provided and what to do once the evaluation of the facts indicate fraud.

The presentation will also incorporate recent cases involving fraud on the part of WIC vendors and participants. Local agency employees are viewed as the first line of defense in the detection and minimization of fraud. To protect the integrity of this worthwhile program, we need to work together to ensure minimization of exposure to risk of funds administered by the WIC Program.

**Speaker:** Debra Hathaway, *Director, New York State Department of Health, Bureau of Special Investigations*

Sylvia Maimone, *Chief Investigator, New York State Department of Health, Bureau of Special Investigations*

### **202- Breast, Bottle & Childhood Obesity**

Location: **Whiteface**

This talk provides an overview of the research on the association between infant feeding during the first year and the risk of childhood obesity. Discover what we've learned about the effects of feeding method on milk intake and feeding dynamics (breast versus bottle), how milk composition affects body function and appetite (human milk versus infant formula), and whether what's in the bottle makes a difference. Learn also about the other factors that may affect the risk of obesity during childhood and beyond.

**Speaker:** Nancy Mohrbacher, IBCLC, FILCA, *President, Nancy Mohrbacher Solutions, Inc.*

### **203- Myth Busting: Lactose Intolerance**

Location: **Intervale**

Perceived lactose intolerance is more common than actual incidence. In addition, many people needlessly avoid all lactose containing foods due to misinformation. The WIC population is particularly vulnerable to nutrient deficiencies due to limited budget for food and lower education level. This interactive and fun talk will review some of the myths surrounding lactose malabsorption, describe the physiology involved with primary and secondary lactose intolerance and will include a food demonstration of cooking with yogurt.

**Speaker:** Bridget Swinney, MS, RD, LD, *Healthy Food Zone*

### **204- Developing your 7th Sense Personal Safety and Workplace Violence Prevention**

Location: **Van Hoesenberg**

Providing a practical approach to preventing or mitigating an act of violence in the workplace and

provide personal safety suggestions for a safer more secure workplace

**Speaker:** Sandra King, *President, Practical Consultants LLC*

### **Tuesday, April 28th**

**7:30am- 5:00pm**

Conference Registration

Location: **2<sup>nd</sup> Floor: Edelweiss (Prefunction)**

**7:30am- 3:30pm**

Exhibit Area Open

Location: **2<sup>nd</sup> Floor: Lussi Ballroom A-C & Edelweiss (Prefunction)**

**7:30am- 8:15am**

Breakfast

Location: **Lussi Ballroom D**

**8:30am - 10:00am**

**300 Workshop Series**

### **301- Synthesizing Sucking Research**

Location: **Gore**

Do babies use suction or expression during breastfeeding? What role do tongue movements play in breastfeeding? This presentation shares the various imaging studies on sucking in breastfeeding infants to build a coherent picture of how the tongue and oral structures work in normal sucking.

**Speaker:** Catherine Watson Genna, BS, IBCLC, *International Board Certified Lactation Consultant, Private practice*

### **302- Taking Care of Your Body Head to Toe**

Location: **Whiteface**

This session will focus on optimizing food choices to maximize brain health, eye health, heart health, digestive health, joint and bone health. Emphasis will be placed on food choices but will also address supplements and how they may help to support body health

**Speaker:** Leslie Bonci, MPH, RD, CSSD, LDN, *University of Pittsburgh Medical Center*

### **303- WIC Food Package Changes and eWIC Basics**

Location: **Intervale**

This is a two-part session presented by the New York State Department of Health that will cover implementation of the Final Food Package Rule in New York State and provide an overview of eWIC.

The New York State (NYS) WIC Program will implement the Final Food Package Rule in two phases. Phase 1 changes that were implemented in 2014. Phase 2 is targeted for July 1, 2015 and will include the addition of plain yogurt, whole wheat pasta, whole wheat tortillas, canned beans, and increased options for fresh fruits and vegetables for infants and jarred baby foods for women and children with qualifying medical conditions. The Healthy Hunger Free Kids Act of 2010 mandates that each state implement e-WIC by October 2020. NYS WIC is now in the process of planning for e-WIC, which will be implemented in conjunction with NYWIC, the WICSIS replacement system. This session will provide information on how e-WIC functions and the impacts of e-WIC on Local Agency processes. The session will allow an opportunity for the audience to ask questions.

**Speaker(s):** Anne Gaetani, MS, RD, *Public Health Nutritionist, New York State Department of Health, Bureau of Supplemental Foods Program*  
Cheryl A. Owens, *Consultant, MAXIMUS*

#### **304- TBD**

Location: **Van Hoevenberg**  
TBD

**Speaker:** Candace Stefanik

#### **10:00am- 10:30am**

Morning Break with Exhibitors  
Location: **Exhibit Area**

#### **10:30am- 12:00pm**

**400 Workshop Series**

#### **401- Reflux, GERD and Breastfeeding**

Location: **Gore**

Irritable infants are commonly diagnosed with reflux, but might also be suffering from feeding related difficulties or allergy. This presentation explores the recent research on regurgitation, reflux and GERD in infants and their relationship to feeding problems. Clinical evaluation and management of breastfeeding issues that can contribute to reflux are also covered.

**Speaker:** Catherine Watson Genna, BS, IBCLC, *International Board Certified Lactation Consultant, Private Practice*

#### **402- Empowerment: the Link Between Positive Shopping Experience and Retention in WIC**

Location: **Whiteface**

Results and lessons learned from the New York State WIC Retention Promotion Study: Keep, Reconnect, Thrive; a USDA-funded study which enabled research scientists in the Division of Nutrition to conduct a formative evaluation assessing what factors contribute to early withdrawal from the WIC program among eligible participants; and to develop and implement strategies aimed at improving WIC participants' experiences and promoting continued participation in the program.

**Speaker:** Jackson P. Sekhobo, Ph.D., M.P.A, *Director, Evaluation, Research, and Surveillance Unit, Division of Nutrition, New York State Department of Health*

#### **403- Self and Client Care with Stress Management**

Location: **Intervale**

This 90 minute presentation/workshop will provide a chance for participants to learn about the connections between stress and health, assess stress in their own lives, and learn, practice, and apply stress management strategies. Presentation draws from the work of many theorists and researchers including Kabatt-Zinn, Benson, Folkman and Lazarus, and Candace Pert. Practical application will be demonstrated and practiced.

**Speaker:** Debra Rose Wilson, PhD, MSN, RN, IBCLC, AHN-BC, CHT, *Tennessee State University*

#### **404- TBD**

Location: **Van Hoevenberg**  
TBD

**Speaker:** Candace Stefanik

#### **12:00pm- 1:30pm**

Lunch

Location: **Lussi Ballroom D**

#### **1:30pm- 3:00pm**

**Afternoon Plenary Session- Setting New York State WIC Program Priorities, Goals and Objectives**

Location: **Lussi Ballroom D**

Each year, the New York State Health Department submits a WIC Program State Plan to the United State Department of Agriculture (USDA) Food and Nutrition Service (FNS) Regional Office to secure WIC Program funding. The State Plan outlines goals, objectives and administrative procedures for all aspects of WIC Program administration. It is the principal source of information about how the WIC

Program operates in each state and is used as one of the bases of evaluation of the state agency by FNS. During this session, the NYS WIC Director will review the status of 2015 NYS WIC Program goals and objectives outlined in the current state plan and will share information about goals already being considered for inclusion in the 2016 State Plan.

**Speaker(s):** April Hamilton, MBA, MHSA, NYS WIC Director, Bureau of Supplemental Food Programs, New York State Department of Health  
Mark Johnson, United States Department of Agriculture

**3:00pm- 3:30pm**

Afternoon Break with Exhibitors

Location: **Exhibit Area**

**3:30pm- 5:00pm**

**500 Workshop Series**

**501- Facilitating Infant Competence: Hand Use During Latch**

Location: **Gore**

Most breastfeeding instruction includes strategies to prevent baby's hands from "getting in the way" during positioning and latch. Careful observation reveals that infants use their hands in predictable ways that help them find, shape, and move the breast to assist attachment. This presentation focuses on these predictable behaviors and ways to work with them and when necessary modify them to assist breastfeeding dyads. The longer version includes the research base for these observations.

**Speaker:** Catherine Watson Genna, BS, IBCLC, International Board Certified Lactation Consultant, Private Practice

**502- Nurturing the Nurturer**

Location: **Whiteface**

This session focuses on self-care. How do we de-stress? How do we nourish? How do we work physical activity into our day? How do we improve our sleep quality and how do we find time to do this and why must we do so!

**Speaker:** Leslie Bonci, MPH, RD, CSSD, LDN, University of Pittsburgh Medical Center

**503- Women's Health Issues**

Location: **Intervale**

This presentation will review key issues in Women's health relevant to those who work with

the population WIC serves. Heart disease, autoimmune disease, post partum depression, osteoporosis, intimate partner violence, trauma and health, and menopause will be discussed along with current guidelines for teaching and self care. This talk will provide the participants tools for teaching clients as well as self and care of their own families.

**Speaker:** Debra Rose Wilson, PhD, MSN, RN, IBCLC, AHN-BC, CHT, Tennessee State University

**504- Vendor Management**

Location: **Van Hoevenberg**

This session will focus on the importance of communicating with the Vendor Management Agency (VMA) in your region. Participants will learn what the role of the VMA staff is in relation to food delivery and access to WIC approved foods/formula in your area. In addition, participants will discover how VMAs work behind the scenes to ensure that vendors adhere to the complex regulations of the WIC Program. Attendees will be able to ask questions, share stories and discover the importance of vendor relations to the overall shopping experience of WIC participants.

**Speaker:** Maureen Shanahan, MS, RN, New York State Department of Health, Division of Nutrition, Bureau of Supplemental Food Programs

**Wednesday, April 29th**

**7:30am- 1:00pm**

Conference Registration

Location: **2<sup>nd</sup> Floor: Edelweiss (Prefunction)**

**7:30am- 8:15am**

Breakfast

Location: **Lussi Ballroom D**

**8:30am- 10:00am**

**600 Workshop Series**

**601- Nutrient Deficiencies- Who is at Risk and How do we Treat Them?**

Location: **Intervale**

Populations at high risk for vitamin and mineral deficiencies will be discussed. Common symptoms and diagnostic measures will be described. Finally, preventative measures that can be taken for high risk populations will be identified.

**Speaker:** Theresa Loomis, RD, Assistant Professor; Director- Masters Program in Nutrition and Dietetic Internship, SUNY Oneonta

**602- Infant Nutrition - What Formula Feeding or Supplementing Mothers Aren't Hearing**

Location: **Van Hoevenberg**

For many reasons, women either utilize formula as a supplement or as a primary way to feed their infants. Unfortunately, many women are not receiving accurate information when it comes to formula feeding. This presentation will detail the gaps in knowledge as per 2000+ mothers and what can be done to effectively aid them in learning.

**Speaker:** Stephanie Rodriguez-Moser, IBCLC, RLC, *Lactastic Services*

**10:00am- 10:30am**

Morning Break

Location: **Edelweiss (Prefunction)**

**10:30am- 12:00pm**

Closing Keynote

Location: **Lussi Ballroom D**

**Speaker:** TBD

**12:00pm- 1:00pm**

Lunch

Location: **Lussi Ballroom D**

# 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 Base Salary of Position: 45,679 Grade: 21  
 Filling at Step # (If Known): depending on experience Request to Backfill Due to Promotion:  Yes  No  
 Budget code and title: A-4010-110 Full Time Salaries Union  Non-Union   
 This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other  
 Employee No.: 8415 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No  
 Source of reimbursement:  Federal \_\_\_\_\_ %  State \_\_\_\_\_ %  Other 100 % various insurance nursing services are billable

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other \_\_\_\_\_  
 Actual Impact to Budget Report will be provided monthly by Human Resources Director. with 6 month probationary period  
 Candidate's qualifications must be approved by Personnel Officer prior to hiring.  
 Human Resources Director has approved this form when initialed. JS 2/24/15

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 2/25/15

### BUDGET OFFICER COMPLETES THIS SECTION

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 Date 2/22/15

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services  
 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 [Signature] Date 2/27/2015