

Health Services Committee
Additional Agenda Item
June 22, 2016

Request Committee Approval:

To allow Robin Andre, Supervising Public Health Nurse, to attend the "Making the Transition to Supervisor Seminar" at the Albany Marriott, Albany, NY on July 19, 2016 at a cost of \$179.00.

Rationale:

Robin is a new nursing supervisor and this seminar will be helpful to her as she transitions to her new role. She will go and return in the work day, but since the cost is over \$100.00, committee approval is needed. There are sufficient funds in the budget to cover the expense.

SCHEDULE "A"

AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

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

The Health Services (Supervisory Committee) hereby authorizes Robin Andre (Employee Name)

to attend National Seminars Training (Name of meeting or organization)

at Albany Marriott 189 Wolf Rd. Albany, NY 12205 (Address)

on 7/19/10 (Dates)

Mode of transportation to be used Health Services Fleet Vehicle (County Vehicle or Mass Transportation)

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

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

Notice of meeting or convention including cost. conf fee \$179.00

For Overnight Travel

- Room rate \$ NA GSA* Rate \$ NA
- Meal costs - GSA* per diem rate \$

*www.gsa.gov

Date: 6/22/10

Patricia
Department Head Signature

Date: July 22, 2010

Matthew
Committee Chairman Signature

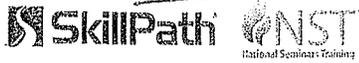
Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

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



6900 Squibb Road • P.O. Box 2768 • Mission, KS 66201-2768
Division of the State of Kansas • Center for Professional
Development and Lifelong Learning, Inc.

V/13331
A4010.444

June 16, 2016

Robin Andre

Dear Robin,

Thank you for enrolling in The Making the Transition to Supervisor Seminar. You have our firm promise to make it the most enlightening, positive and rewarding program you ever attended.

Here are your Express Admission Ticket and invoice.

If you want to attend the program with a friend or associate, there is still time. Call toll-free 1-800-258-7246 to enroll them now.

Submitted
in 6/20/16
Batch

Sincerely, Jack Cave
President, CEO

**Your
Express Admission Ticket**

Check-in time: 8:15AM- 8:50AM
Program Hours: 9:00AM- 4:00PM

Program: The Making the Transition to Supervisor Seminar
Invoice: 11231253 Date: 7/19/16 City: Albany
Hotel: Albany Marriott
189 Wolf Road
Albany NY 12205 Phone: (518) 458-8444



Ms Robin Andre
Nursing Supervisor
Warren County Health Services
1340 State Route 9
Lake George NY 12845

Please sign and
turn in at seminar.

Signature

If name or address is incorrect, make corrections above

ORIGINAL INVOICE

Federal I.D. # 43-1685651

Invoice Number: 11231253 Invoice Date: 06/16/16
Purchase Order Number: 2016-0000616

PROGRAM INFORMATION:

Participant: Ms Robin Andre
Date: 7/19/16 City: Albany
Title: The Making the Transition to Supervisor Seminar

Please forward this invoice and the remittance stub
to : Diane Sutliff. Thank you.

Program Price: \$179.00
Balance Due: \$179.00

Thank You!
 NST
1-800-873-7545

REMITTANCE STUB

Ms Robin Andre

You must make payment before
the seminar in order to attend

Balance Due: \$179.00

PAYMENT METHOD

Invoice Number: 11231253

Check #:

(Make Payable to SkillPath/NST Seminars)

MasterCard
(16 digits)

Visa
(13-16 digits)

AMEX
(15 digits)

Card Number

Expiration Date

Card Holder's Signature 7/19/16 Albany NY SFSS

Please Mail Payment to: SkillPath/NST Seminars
P.O. Box 804441
Kansas City, MO 64180-4441

Additional Meeting Agenda Item

June 22, 2016

Request Resolution:

To authorize, at no cost to the county, a participation agreement with Adirondack Health Institute (AHI) and Warren County Departments of Health Services, Community Services, Office for the Aging, and Employment and Training to allow receipt of DSRIP (New York State Delivery Systems Reform Incentive Payment Program) funding for specific projects carried out by each department in a form approved by the County Attorney.

Rationale:

Each department will participate in collaborative activities with AHI and carry out and receive funding for projects specific to the missions of the individual departments. This particular agreement will allow one agreement to be entered into effective April 1, 2016 and terminating on March 31, 2020, on behalf of the Warren County Departments specified and negate the need for each department to enter its own agreement.

We have met with Assistant County Attorney, Mary Kissane, and reviewed the Participation Agreement. She, as well as the involved county departments, is in agreement that this would be a beneficial and collaborative streamlining approach to this initiative. Each department will handle any involved funding individually.

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, Community Services, Office for the Aging, Employment and Training

DATE: 06/22/2016

- (a) Purpose of Request: To authorize, at no cost to the County, a participation agreement with Adirondack Health Institute (AHI) and the Warren County Departments of Health Services, Community Services, Employment and Training and Office For The Aging to allow receipt of DSRIP (New York State Delivery Systems Reform Incentive Payment Program) funding for specific projects carried out by each department in a form approved by the County Attorney
- (b) Details: Each department will participate in collaborative activities with AHI and carry out and receive funding for projects specific to the missions of the individual departments. This participation agreement will allow one agreement to be entered into effective April 1, 2016 and terminating on March 31, 2020, on behalf of the Warren County Departments specified and negate the need for each department to enter its own agreement.
- (c) Previous Resolution Number: Not applicable

AHI PARTICIPATION AGREEMENT

This DSRIP Participation Agreement (this "**Agreement**") is entered into this 1st day of April, 2016 ("**Effective Date**") by and between **Adirondack Health Institute ("AHI")**, located at 101 Ridge Street, Glens Falls, NY 12801 and _____ (the "**Participant**"), located at _____. Each may be referred to as a "**Party**" or collectively as the "**Parties**".

Recitals

A. The mission of AHI is to promote, sponsor, and coordinate initiatives and programs that improve health care quality, access, and service delivery in the Adirondack region.

B. The New York State Department of Health ("**DOH**") has: (i) approved the project plan submitted by AHI (the "**PPS Project Plan**") to form a Performing Provider System (the "**PPS**") under the New York State Delivery System Reform Incentive Payment Program ("**DSRIP**") to serve individuals enrolled in Medicaid and uninsured individuals (the "**PPS Patient Population**") in the counties of Clinton, Essex, Franklin, Hamilton, Warren, Washington, Fulton, Saratoga and St. Lawrence ("**Adirondack Region**"); and (ii) designated AHI as the lead entity for the PPS (the "**PPS Lead**").

C. The PPS will implement the following eleven projects (the "**PPS Projects**"): (1) creating an integrated delivery system focused on evidence-based medicine and population health management, (2) increasing the number of primary care practitioners with Primary Care Medical Home ("**PCMH**") certification and/or Advance Primary Care Models, (3) creating a medical village using existing hospital infrastructure, (4) hospital-home collaboration solutions, (5) implementation of patient activation activities to engage, educate and integrate the Medicaid population, (6) integrating primary care and behavioral health services, (7) providing behavioral health community crisis stabilization services, (8) increasing withdrawal management capabilities and appropriate enhanced abstinence services, (9) integration of palliative care into the PCMH model, (10) strengthening mental health/substance abuse infrastructure across systems and (11) increasing access to high quality chronic disease preventive care and management in multiple settings.

D. Participant has agreed to collaborate with AHI and other individuals and organizations in the Adirondack Region and participate in the PPS and PPS Projects in order to implement the PPS Project Plan approved by DOH.

E. Pursuant to the PPS Project Plan, the PPS will seek to enhance access to health care, improve care coordination among providers in the Adirondack Region, reduce avoidable hospital usage, and evolve during the five-year term of DSRIP into an effective integrated delivery network.

F. This Agreement sets forth the Parties' respective rights and obligations

regarding participation in the PPS and the implementation of DSRIP and the PPS Project Plan.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and for purposes of furthering implementation of the PPS Project Plan and achieving the goals set forth by DOH for DSRIP (i.e., to fundamentally restructure New York's health care delivery system by reinvesting in the Medicaid program, with the primary goal of reducing avoidable hospital use by 25% over 5 years) (the "**DSRIP Goals**"), the Parties agree as follows:

ARTICLE I DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the meaning set forth in Appendix A.

ARTICLE II NETWORK DEVELOPMENT AND PARTICIPATION

Section 2.1. AHI Obligations as PPS Lead. Subject to the availability and extent of DSRIP Funds, DSRIP Requirements and the terms of this Agreement, as the PPS Lead, AHI shall:

- (a) Create and operate a shared, transparent governance structure and processes consistent with AHI's bylaws;
- (b) Comply with AHI's policies and procedures duly adopted by AHI's Board of Directors and governance committees or otherwise in accordance with AHI's bylaws (the "**PPS Policies and Procedures**");
- (c) Conduct strategic planning for PPS development and operation of an integrated delivery system;
- (d) Establish the Funds Flow Distribution Plan and provide financial management and oversight of DSRIP Funds;
- (e) Build PPS-wide capacity and manage PPS operations to implement DSRIP and the PPS Project Plan;
- (f) Facilitate the development of and administer a regional approach to PPS oversight through Regional Health Innovation Teams (RHITs);
- (g) Develop and implement a plan and policies to promote cultural competence and health literacy consistent with DSRIP Requirements (the "**Cultural Competence and Health Literacy Plan**");

- (h) Develop a plan for population health management for the PPS Patient Population consistent with DSRIP Requirements (the “**Population Health Management Plan**”), including data exchange and analytics, and improved care coordination among PPS participants;
- (i) Assess community needs in accordance with DSRIP Requirements;
- (j) Promote PPS participants’ understanding of and commitment to DSRIP Goals and PPS goals, as well as accountability for PPS performance;
- (k) Analyze options, including value-based payment pilot opportunities, for value-based purchasing and provide analyses to PPS participants, consistent with applicable law;
- (l) Serve as the liaison with DOH in its oversight of the PPS and DSRIP reporting, and participate in the learning collaborative process established and operated by DOH;
- (m) Provide a mechanism for the PPS Patient Population to provide input about PPS Projects and activities; and
- (n) Develop a policy consistent with DSRIP Requirements for progressive sanctions for poor performing PPS participants (the “**Progressive Sanctions Policy**”) and a process to address disputes between and among PPS participants and AHI (the “**Dispute Resolution Policy**”) as referenced in Articles X and XI of this Agreement.

Section 2.2. Participant Obligations. Subject to the availability and extent of DSRIP Funds, DSRIP Requirements and the terms of this Agreement, as a participant in the PPS, Participant shall:

- (a) Endeavor to collaborate with AHI and other PPS participants in good faith to implement DSRIP and the PPS Project Plan;
- (b) Comply with the PPS Policies and Procedures;
- (c) Recommend representative(s) to participate in PPS governing committees in accordance with DSRIP Requirements and committee procedures;
- (d) Participate in Regional Health Innovations Teams (RHITs);
- (e) Participate in implementation of the Cultural Competence and Health Literacy Plan;
- (f) Participate in implementation of the Population Health Management Plan, including but not limited to data reporting and shared care planning to

assess and improve the health of the PPS Patient Population;

- (g) Provide information as reasonably requested by AHI and consistent with applicable law for purposes of PPS planning for value-based purchasing;
- (h) Abide by the procedures and requirements of the Progressive Sanctions Policy and Dispute Resolution Policy; and
- (i) Notify AHI: (i) within twenty-four (24) hours of receiving notice of any governmental audit or investigation, any legal violation or any other enforcement action related to the PPS or Participant's participation in PPS Projects or the obligations covered by this Agreement or DSRIP Project Services Addendums; (ii) within twenty-four (24) hours of receipt of any final adverse enforcement action taken against Participant for any violation of federal or state laws or regulations that may have a material adverse effect on the PPS; (iii) within twenty-four (24) hours of receipt of information indicating that Participant or any of its subsidiaries, parent entities, employees, agents or contractors have become excluded from participation in the Medicare or Medicaid programs or any other federal or state health care program; and (iv) within five (5) working days of obtaining knowledge of any final adverse enforcement action taken against a contractor of Participant for any violation of federal or state laws or regulations material to the PPS.

ARTICLE III PROJECT DEVELOPMENT AND IMPLEMENTATION

Section 3.1. AHI Obligations. Subject to the availability and extent of DSRIP Funds, DSRIP Requirements and the terms of this Agreement, as the PPS Lead AHI shall undertake the following activities in relation to PPS Projects:

- (a) Plan and undertake the Projects listed in the PPS Project Plan, in collaboration with Project-specific participants;
- (b) Provide governance oversight, Project planning and management, and Metrics for each Project;
- (c) Develop or facilitate development or identification of Project Protocols;
- (d) Enter into DSRIP Project Services Addendums with PPS participants as necessary;
- (e) Provide training for PPS participants to enhance capacity to conduct Projects and meet Metrics and Milestones;
- (f) Conduct Project improvement and performance activities, including but not

limited to development of the RCE process and reporting on data analysis, Metrics and Milestones to improve PPS and PPS participant performance;

- (g) Develop an information technology strategy to facilitate Project implementation by PPS participants and support Project activities and goals;
- (h) Provide an analysis of workforce needs and a plan for training and recruitment to assist PPS participants to meet those needs;
- (i) Identify and engage Community-Based Organizations to contribute to realizing Project goals;
- (j) Organize and administer Regional Health Innovation Teams (RHITs);
- (k) Facilitate collaboration among Project participants, coordinate Project activities, and monitor Project performance;
- (l) Provide PPS participants with access to Project-related information, best practices, and standards disseminated by DOH or adopted by AHI; and
- (m) Report performance on Metrics and Milestones to Project participants and to DOH as required by DSRIP.

Section 3.2. Participant Obligations. Subject to the availability and extent of DSRIP Funds, DSRIP Requirements and the terms of this Agreement, for each Project in which Participant participates, Participant shall:

- (a) Comply with Project requirements, as set forth in this Agreement, DSRIP Project Services Addendum(s) and Project Protocols, including but not limited to reporting in accordance with the performance measures, information, and timelines specified by AHI;
- (b) Collaborate in good faith with other Project participants and AHI to achieve Project goals and Metrics;
- (c) Adopt and implement Project Protocols, as applicable to Participant's delivery of health care services and Project participation, except that such Project Protocols shall not override the professional judgment of Participant and its licensed health care professionals in treating patients in individual cases;
- (d) Participate in the RCE process established by AHI for the PPS, as applicable to Participant's Project participation;

- (e) Act to address changes reasonably and appropriately recommended by AHI in relation to Participant's Project performance, based on data analysis or Project evaluation;
- (f) Meet Project requirements and timeframes for adoption of information technology as applicable to Participant's Project participation;
- (g) Report information as reasonably required by AHI for workforce impact analysis and planning;
- (h) Participate in Regional Health Innovation Teams (RHITs); and
- (i) Enter into good faith negotiations with AHI, other PPS participants, Community-Based Organizations or other third parties as reasonably necessary to carry out Participant's role in the Project.

ARTICLE IV DISTRIBUTION OF DSRIP FUNDS

Section 4.1. Receipt and Distribution of DSRIP Funds. AHI shall receive DSRIP Funds on behalf of the PPS and shall use, manage, and distribute DSRIP Funds in accordance with the Funds Flow Distribution Plan, DSRIP Requirements, this Agreement, DSRIP Project Services Addendums, and applicable laws and regulations.

Section 4.2. Basis for DSRIP Funds Payment to Participant. Payment of DSRIP Funds by AHI to Participant shall be in accordance with: (i) this Agreement and DSRIP Project Services Addendums, if any, executed by the Parties; (ii) the Funds Flow Distribution Plan; and (iii) DSRIP Requirements. Participant acknowledges that in accordance with this Section 4.2 and Section 4.3, Participant may not receive DSRIP Funds, and that any such funds may not cover all the costs or expenses related to Participant's participation in a PPS Project. In developing the Policies and Procedures and any requests that PPS Participants engage in particular activities or make available particular information, AHI will take into account the cost of compliance with such Policies and Procedures and requests.

Section 4.3. Payments Contingent. The payment of DSRIP Funds to AHI will be contingent upon the PPS achieving the Milestones and Metrics for PPS performance, as well as statewide DSRIP performance. AHI payment of DSRIP Funds to Participant shall be contingent upon: (i) availability and extent of DOH payment of DSRIP Funds to AHI; (ii) the submission of clinical and financial data by Participant to meet AHI reporting obligations to DOH; (iii) Participant's performance on Metrics and Milestones for any performance-based payments applicable to Participant; and (iv) such other conditions and criteria set forth in the Funds Flow Distribution Plan.

Section 4.4. Use of DSRIP Funds.

- (a) AHI shall use DSRIP Funds solely for DSRIP purposes in accordance with DSRIP Requirements and the Funds Flow Distribution Plan. Such purposes may include use of DSRIP Funds for administrative and other costs of PPS development and management and all other actions to fulfill the obligations set forth in the DSRIP Agreement, this Agreement, DSRIP Project Services Addendums, and DSRIP Requirements.
- (b) Participant shall use DSRIP Funds provided by AHI for specified purposes, including but not limited to the provision of services, capital improvements and equipment, as set forth in this Agreement, DSRIP Project Services Addendum (s), applicable Project Protocols and the Funds Flow Distribution Plan ("**Specified Purpose Funds**"), solely for such purposes.

Section 4.5. Return of DSRIP Funds. Participant shall return DSRIP Funds provided by AHI to Participant in the event that: (i) AHI has provided Specified Purpose Funds to Participant, and Participant fails to expend the funds for such purpose in the applicable timeframe; or (ii) DOH or the New York State Office of Medicaid Inspector General ("**OMIG**"), or AHI in consultation with DOH or OMIG, determines that Participant's use of the DSRIP Funds constituted fraud, waste or abuse. Participant shall repay such DSRIP Funds within 30 days' written notice from AHI stating the basis for the repayment demand, unless Participant has submitted the matter to the dispute resolution process set forth in Article XI herein, and the process has not concluded. In the event of a determination of fraud, waste or abuse by DOH or OMIG, Participant may not submit the matter for dispute resolution.

Section 4.6. Record Keeping. The Parties shall keep records of expenditures of DSRIP Funds in accordance with Article XIII of this Agreement.

ARTICLE V
FINANCIAL SUSTAINABILITY ASSESSMENT

Section 5.1. Financial Sustainability. Participant shall provide Financial Information as reasonably requested by AHI to assess the financial condition of Participant. In the event AHI determines that Participant is at risk of financial failure, AHI shall monitor the financial performance and sustainability of Participant as required by DSRIP, until such time as AHI determines that Participant is no longer at risk of financial failure or the termination of this Agreement, whichever is sooner. In no event shall this Article or performance hereunder be construed or relied upon by Participant or any third party to establish any liability of AHI for the financial condition or financial failure of Participant or the debts or financial obligations of Participant.

ARTICLE VI
INFORMATION TECHNOLOGY AND SYSTEMS

Section 6.1. AHI Obligation to Facilitate Data Exchange and Use. AHI shall promote the secure exchange and use of clinical information and data between and among AHI and PPS participants consistent with HIPAA and other applicable privacy laws and regulations. In this regard AHI shall:

- (a) Assess the current data exchange capacity of PPS participants and system-wide interoperability, and develop an IT strategy to facilitate secure data exchange among PPS participants to support DSRIP goals and Project management and activity;
- (b) Work with the RHIO to determine policies and functionality of data exchange through the RHIO for PPS participants;
- (c) Provide or arrange for training to facilitate connection to the RHIO for Participant, as needed;
- (d) Provide information to PPS participants about consent policies and practices for Medicaid beneficiaries;
- (e) Provide direction to Participant about interoperability, connectivity, and functionality requirements of PPS' IT systems and assist in vendor selection to meet those requirements;
- (f) Develop a population health management platform to enable care coordination and data analysis, and provide training to Participant to facilitate access and use; and
- (g) Establish PPS Policies and Procedures for security and privacy for the exchange of PHI to carry out the PPS Project Plan, consistent with HIPAA, state privacy laws and the DEAA.

Section 6.2. Participant Obligations to Cooperate in and Implement Data Exchange and Use. Participant shall:

- (a) Make a good faith effort to cooperate in and provide information to assess Participant's capabilities to conduct secure data exchange with AHI and other Participants for the purpose of furthering the PPS's DSRIP-related objectives, as a condition of Participant's access to PHI for PPS Project participation, including access to confidential data derived from the Medicaid database maintained by DOH;
- (b) Make a good faith effort to take steps as needed to participate in the HIE for secure messaging and data exchange, including but not limited to

entering into an agreement with the RHIO, paying the cost, if any, to connect to the RHIO, as well as making staff available for training, and implementing consent practices, in accordance with RHIO and PPS Policies and Procedures;

- (c) Use secure messaging and share data with AHI and other PPS participants, as required for Project participation;
- (d) Assign a security and privacy officer responsible for overseeing compliance with PPS Policies and Procedures concerning data security and privacy;
- (e) Make a good faith effort to implement and maintain data management standards required by PPS Policies and Procedures, as applicable and necessary for Project implementation by Participant; and
- (f) Make a good faith effort to comply with PPS Policies and Procedures for exchanging PHI and other information with AHI and other PPS participants, including but not limited to, PPS Policies and Procedures to promote the secure exchange of information and compliance with HIPAA, state privacy laws and requirements to protect the confidentiality of Medicaid Confidential Data. Participant shall execute the Business Associate Agreement attached hereto as Appendix B (the "Business Associate Agreement") as a condition of executing this Agreement.

Participant acknowledges that it may be required to undertake specific steps to enhance its privacy and/or security practices as a condition of receiving PHI and/or Medicaid Confidential Data to participate in PPS Projects, including but not limited to the adoption of Dual Factor Authentication and other steps identified by the security assessment process required by DOH for access to Medicaid Confidential Data.

ARTICLE VII WORKFORCE STRATEGY

Section 7.1. Obligation of PPS for Workforce Strategy. In order to develop and implement a Workforce Strategy as required for DSRIP implementation, AHI shall:

- (a) Retain consultants as reasonably determined necessary by AHI to collect and analyze information from PPS participants to assess the current PPS-wide workforce ("**Workforce**") and develop the Workforce Strategy;
- (b) Develop a training and recruitment plan for the Workforce and oversee implementation of such plan;
- (c) Provide Workforce training targeted to identified needs to facilitate the workforce transition required by DSRIP and PPS Projects;

- (d) Retain consultants as reasonably determined necessary by AHI to prepare an analysis of compensation and benefits across the Workforce, including the impact of the anticipated Workforce transition to meet DSRIP goals; and
- (e) Collect and report information with respect to the impact of DSRIP implementation on aggregate Workforce expenditures.

Section 7.2. Participant Implementation. Participant shall make a good faith effort to participate in implementing the Workforce Strategy and collaborate with AHI to achieve the Workforce Strategy goals, including but not limited to:

- (a) Provide data and information necessary to enable AHI to perform its obligations as PPS Lead to consultant(s) retained by AHI and to AHI regarding Participant's workforce, including but not limited to recruitment and redeployment needs, anticipated costs of workforce transition, titles, workforce expenditures, and anticipated new hires, consistent with applicable law and any applicable labor agreements, confidentiality agreements or other restrictions on the disclosure of such data and information;
- (b) Provide copies of labor agreements, human resource policies, and other documents relevant to Workforce planning and transition and necessary to enable AHI to perform its obligations as PPS Lead to AHI or to consultant(s) retained by AHI, consistent with applicable labor agreement provisions and any applicable confidentiality agreements or other restrictions on the disclosure of such information;;
- (c) Make workforce available for training in-person, online or via webinar, consistent with applicable labor agreements, if any, and Participant's operational needs; and
- (d) Provide Participant's workforce with information prepared for the Workforce related to DSRIP, the Workforce transition and training, including written and digital materials and online and webinar training.

ARTICLE VIII PPS COMPLIANCE PROGRAM

Section 8.1. AHI Compliance Program. AHI has developed and will implement a compliance program to prevent, detect, and address compliance issues that arise with respect to PPS Projects and operations ("**Compliance Program**").

Section 8.2. Participant Participation. Participant shall comply with AHI's Compliance Program, including designation of an individual to oversee Participant's

implementation of the Compliance Program; provided, however, that nothing in this Agreement or the Compliance Program shall diminish or eliminate the obligation of Participant to maintain a compliance program for its own operations and activities in accordance with laws and regulations applicable to Participant.

Section 8.3. Confidentiality. Each Party shall treat all information shared with the other Party about compliance matters as confidential to the extent permitted by existing law and regulation. The exchange, receipt and use of compliance-related information by the Parties shall be governed by Article XII. Nothing in this Article VIII shall obligate the Parties to share information about the actions or decisions of its internal compliance officers, compliance committees or audit committees if such actions or decisions do not relate to the PPS.

ARTICLE IX TERM AND TERMINATION

Section 9.1. Term. This Agreement shall terminate on March 31, 2020, or at any other date determined by DOH for DSRIP termination, unless the Agreement is terminated earlier in accordance with the provisions of this Article.

Section 9.2. Termination by Participant. In the event that Participant reasonably determines that performance of its obligations under this Agreement is no longer financially feasible or is unduly burdensome (including, without limitation, as a result of an amendment pursuant to Section 21.1 or a change to the Policies and Procedures), Participant shall provide notice thereof to AHI. AHI shall have the right to propose modifications to Participant's obligations to address Participant's concerns. If after 60 days following AHI's receipt of such notice, AHI and Participant are unable to negotiate an acceptable modification, Participant may terminate the Agreement on 30 days' written notice to AHI. Participant may also terminate this Agreement by delivering written notice to AHI at least ninety (90) days before the end of any DSRIP Year (i.e., at least 90 days before March 31st of each year). In such event, termination in accordance with this Article IX shall take effect at the end of the DSRIP year in which notice is provided, or earlier upon the written agreement of the Parties. Participant may terminate this Agreement immediately upon written notice to AHI if DOH withdraws its approval for AHI to participate in DSRIP.

Section 9.3. Termination by AHI. AHI may terminate this Agreement in the event that Participant breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from AHI regarding the breach (or such other longer cure period as AHI deems reasonable under the circumstances). In addition, AHI may terminate this Agreement upon twenty-four (24) hours' written notice to Participant if: (a) the process to sanction Participant under the terms of the Progressive Sanctions Policy has concluded with a decision to exclude Participant from the PPS; or (b) any license, certification or government approval of Participant material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 9.4. Termination for Exclusion. Either Party may terminate this Agreement immediately if the other Party or any of its employees, agents or contractors are excluded from the Medicare or Medicaid program or any other federal or state health care program and, where the exclusion applies to the Party's employees, agents or contractors, the Party fails to terminate such employees, agents or contractors within five (5) business days of becoming aware of the exclusion.

Section 9.5. Effect and Process in the Event of Termination. In the event of termination of this Agreement for any reason: (i) the Parties shall work together to assure that there is no interruption in needed services to members of the PPS Patient Population and Participant's patients and (ii) Participant shall return any unexpended Specified Purpose Funds provided by AHI to Participant. Specified Purpose Funds that were expended by Participant as of the date of termination and DSRIP Funds provided to Participant as a bonus payment for past performance shall not be subject to return by Participant. Upon termination of the Agreement, Participant shall be entitled to receive any accrued but unpaid DSRIP Funds owed to it by AHI.

Section 9.6. Termination for Uncured Breach. Either Party may terminate this Agreement upon the other Party's material breach of its obligations hereunder, which breach is uncured for a period of thirty (30) days after the non-breaching Party has given the breaching Party notice of that breach and requested that the breaching Party cure that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) days, (b) repeated breaches of the same obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to a non-breaching Party. Termination of this Participation Agreement by either Party shall automatically terminate Participant's participation in any Project.

Section 9.7. Suspension from Project Participation and PPS Operations Due to Legal or Patient Safety Risks. If AHI reasonably determines that Participant has failed to comply with applicable law or regulation or its obligations under this Agreement and that such failure poses a substantial and immediate risk of legal noncompliance by AHI or other PPS participants or a risk of harm to patients cared for in a PPS Project, AHI shall have the right to immediately suspend Participant from participation in a Project or PPS operations by delivering written notice to Participant stating the reason for the suspension. AHI shall have the discretion to continue such suspension until such noncompliance is remedied to the reasonable satisfaction of AHI.

ARTICLE X SANCTIONS FOR POOR PERFORMING PARTICIPANTS

Section 10.1. Progressive Sanctions Policy. Consistent with DSRIP Requirements, AHI shall adopt a Progressive Sanctions Policy to establish a process for progressive sanctions of PPS participants for poor performance, including but not

limited to exclusion from the PPS. The Progressive Sanctions Policy shall provide that a Participant will be offered training, technical assistance or peer-to-peer counseling before a sanction may be imposed.

ARTICLE XI DISPUTE RESOLUTION

Section 11.1. Dispute Resolution Process. AHI shall adopt a Dispute Resolution Policy to establish a process to resolve disputes that arise between PPS participants or between AHI and PPS participant(s). AHI shall provide Participant with a copy of the Dispute Resolution Policy.

Section 11.2. Rights and Obligations of Participant. Participant shall have the right to initiate the dispute resolution process under the Dispute Resolution Policy for any dispute within the scope of such policy. Participant shall participate in the dispute resolution process set forth in the Dispute Resolution Policy if notified that it is a party to a dispute that is within the scope of the Dispute Resolution Policy.

ARTICLE XII DATA USE AND CONFIDENTIALITY

Section 12.1. Sharing PHI. Participant agrees that in order to implement the PPS Project Plan, Participant may need to share PHI with AHI and other PPS participants. AHI and Participant shall enter into the Business Associate Agreement attached hereto as Appendix B. Participant may also be required to enter into separate data use agreements as a condition of Project participation. The Parties agree that they will only use and share PHI in a manner consistent with (i) HIPAA; (ii) all other applicable state and federal laws and regulations; (iii) DSRIP program guidance issued by DOH or CMS; and (iv) the Business Associate Agreement. To the extent legally required, or required by PPS Policies and Procedures, Participant shall seek any necessary consent from patients with respect to any data to be shared for DSRIP purposes.

Section 12.2. Sharing Confidential Information. The Parties acknowledge that, in addition to sharing PHI in accordance with the terms of the Business Associate Agreement, they may need to share other Confidential Information, as defined in Appendix A. The Parties shall share Confidential Information in accordance with this Article XII.

Section 12.3. Obligations of Confidentiality and Restrictions on Use. A Party receiving Confidential Information from the other Party (the "**Receiving Party**") shall not: (a) use the Confidential Information of the Party making the disclosure (the "**Disclosing Party**"), except as necessary to perform its obligations or exercise its rights under this Agreement or to carry out the PPS Project Plan or DSRIP Requirements; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to third party, except as permitted under Section 12.4 or Section

12.5. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care.

Section 12.4. Disclosure of Confidential Information to Representatives. The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be held in confidence by any such recipient.

Section 12.5. Compelled Disclosure. If a Receiving Party is requested by a court or state or federal regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the Receiving Party shall promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws shall be disclosed.

Section 12.6. Exceptions. The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

Section 12.7. Obligations Upon Termination. Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this Section 12.7 and limit further uses and disclosures to those purposes permitted by this Section 12.7.

Section 12.8. Effect of Breach of Confidentiality. A breach of this Article XII shall entitle the Parties to pursue injunctive relief. This Section 12.8 shall survive the expiration of this Agreement.

ARTICLE XIII RECORD RETENTION AND AUDITS

Section 13.1. Obligation to Maintain Records. The Parties shall maintain and retain operational, financial, administrative, medical records, and other documents related to the subject matter of this Agreement (“**Records**”) for a period of no less than six years, or for such longer period as may be required by applicable law, DSRIP Requirements, and PPS Policies and Procedures.

Section 13.2. Sufficiency of Records. The Records shall be sufficient to support confirmation that all data submitted by Participant to AHI and by AHI to DOH for any and all reports required by DOH, CMS and DSRIP is accurate and complete.

Section 13.3. Records of Expenditures of DSRIP Funds. The Parties shall maintain Records of expenditures of Specified Purpose Funds and other DSRIP Funds as required by applicable law, DSRIP Requirements, and PPS Policies and Procedures.

Section 13.4. Availability of Records. To the extent it will not cause a violation of privacy rights of third parties or applicable law, and provided that neither Party shall have an obligation to waive applicable attorney-client, auditor-client or other legal privilege, each Party shall at all times during the term of this Agreement and thereafter make its Records available to the other Party upon reasonable request, provided that the requesting Party shall give the other Party at least ten (10) days’ prior written notice of its need for any such Records, and any inspection of such Records conducted at a Party’s place of business shall be conducted without material interference to the operations of such Party.

Section 13.5. Regulatory Audit. In the case of an audit performed by or on behalf of any state or federal regulatory body (“Regulatory Audit”), each Party will provide to the regulatory body or to the other Party for delivery to the regulatory body such Records, and access to such Party’s facilities, as may be reasonably required by such Regulatory Audit, subject to applicable law.

Section 13.6. AHI Audits. AHI (or a third party engaged by AHI) may audit Participant’s Records from time to time to confirm compliance with this Agreement. Upon AHI’s request, Participant will provide to AHI or to such third party Records reasonably requested by AHI or such third party and access to Participant’s facilities to the extent reasonably required by AHI or such third party, in each case within the scope of such audit. All such audits will be conducted during regular business hours, and AHI will provide reasonable prior notice to Participant of such audits, which shall include a description of the scope of the audit. AHI shall be responsible for reasonable costs associated with any such audit.

**ARTICLE XIV
REPRESENTATIONS AND WARRANTIES**

Section 14.1. Representations and Warranties of AHI. AHI hereby represents and warrants to Participant that:

- (a) Neither AHI, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health care program;
- (b) AHI has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this Agreement;
- (c) All necessary action required to have been taken by AHI or on its behalf has been taken to authorize the execution and delivery of this Agreement, and performance of its obligations hereunder; and
- (d) The execution, delivery and performance of AHI's obligations under this Agreement do not and will not: (i) violate or conflict with any provision of AHI's certificate of incorporation or bylaws; (ii) violate any applicable laws or DSRIP Requirements; or (iii) conflict with, result in a breach of, constitute a default under, or require the consent of any counterparty (which consent has not been obtained) to any agreement to which AHI is a party or by which it is bound.

Section 14.2. Representations and Warranties of Participant. Participant hereby represents and warrants to AHI that:

- (a) Neither Participant nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health care program;
- (b) Participant's ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner;
- (c) Participant and its subsidiaries, employees, agents, and contractors shall hold and maintain all licenses, certifications, accreditations, and approvals from federal and state agencies and accrediting bodies required to provide services pursuant to this Agreement;
- (d) Participant has all requisite power and authority to execute and deliver

this Agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this Agreement;

- (e) All necessary action required to have been taken by Participant or on its behalf has been taken to authorize the execution and delivery of this Agreement, and performance of its obligations hereunder; and
- (f) The execution, delivery and performance of Participant's obligations under the Agreement does not and will not: (i) violate or conflict with any provision of its governing documents; (ii) violate any applicable laws or DSRIP Requirements; or (iii) conflict with, result in a breach of, constitute a default under, or require the consent of any counterparty (which consent has not been obtained) to any agreement to which Participant is a party or by which it is bound.

ARTICLE XV INSURANCE

Section 15.1. Required Insurance. Each Party shall, at its own cost and expense, have in effect insurance coverage of such amounts and types usually maintained by entities such as the Parties, or as otherwise reasonably required by AHI, including but not limited to comprehensive general liability insurance, workers compensation, and errors and omissions coverage.

Section 15.2. Professional Liability Insurance. With respect to the insurance required by Section 15.1, Participant shall maintain professional liability insurance with minimum coverage in the amount of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Section 15.3. D & O Insurance. With respect to the insurance required by Section 15.1, AHI shall maintain Directors and Officers liability insurance.

Section 15.4. Certificates of Insurance. Upon request, each Party will provide the other with certificate(s) of insurance for the policies required in this Article. Each Party will notify the other immediately in writing of any change in such insurance coverage or if any such insurance is canceled or threatened to be canceled and the termination date thereof.

Section 15.5. Notice of Proceedings. Participant shall deliver to AHI written notification of any administrative or legal proceeding arising out of services and care provided to any patient within the PPS Patient Population arising from or related to PPS Projects or Protocols within a reasonable time after the Participant is served with process. Participant shall not be obligated to provide any information other than said notice of administrative or legal proceeding.

ARTICLE XVI INDEPENDENT CONTRACTORS

AHI and Participant understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither AHI nor Participant is an employee, partner, or joint venture of the other. Each Party will have direct responsibility for payment of wages, other compensation and employee benefits, and other obligations imposed on a Party for its respective personnel. Neither Party is the agent or legal representative of the other Party for any of the other Party's employees or otherwise, and neither Party shall have the right to assume or create any obligations or make any promises or representations on behalf of or in the name of the other Party, except as expressly agreed in writing by the Parties.

ARTICLE XVII LIMITATION OF LIABILITY

Section 17.1. No Liability for Liabilities of Others. Participant's participation in the PPS or PPS Projects shall not make AHI liable for the debts, financial obligations, or liabilities of Participant, nor shall such participation make Participant liable for the debts, financial obligations or liabilities of AHI or other PPS participants.

ARTICLE XVIII LEGAL COMPLIANCE

Section 18.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable: (i) federal, state and local laws, regulations, and rules, including but not limited to 42 U.S.C. Section 1320a-7b(b) (commonly referred to as the Anti-Kickback law), 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) or any comparable state law governing kickbacks, bribes, rebates or patient referrals, and any applicable anti-trust statutes, regulations or case law; (ii) DSRIP Requirements, including but not limited to any requirements imposed on AHI under the DSRIP Agreement; and (iii) PPS Policies and Procedures, as amended from time to time.

Section 18.2. Accuracy of Data. Participant agrees that all data, reports and documentation submitted by Participant under this Agreement shall, to the best of its knowledge, be accurate, complete and consistent with applicable law. Participant understands that AHI will rely on the information submitted by Participant in seeking and distributing DSRIP Funds and that knowingly submitting inaccurate or incomplete information would violate federal and state laws and regulation and DSRIP Requirements.

ARTICLE XIX MARKETING AND TRADEMARKS

Section 19.1. Trademarks and Trade Names. Each Party retains control of its trademarks, and neither Party will use the trademarks of the other Party in advertising or promotional materials or otherwise without the prior written consent of the other Party, except as set forth in Section 19.2. Each Party shall comply on an ongoing basis with the standards set by the other Party with respect to the use of such Party's trademarks, and each Party shall have the right to demand the other Party's prompt compliance with such standards at any time.

Section 19.2. Use of Name. AHI may list Participant in any AHI or PPS marketing information or brochures, provided that AHI shall not use Participant's trademarks in advertising or promotional materials without Participant's prior written consent. Any description of Participant's services for public release must be approved in writing by Participant prior to public release by AHI. Participant may state in its marketing materials that Participant is a member of the PPS, provided that any further use of the AHI name or trademarks shall require the prior written consent of AHI.

ARTICLE XX NOTICE

Section 20.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered: (i) by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) via overnight delivery service with proof of mailing and receipt; or (iv) fax in accordance with the contact information provided on the attached Delivery of Notice page of the Agreement.

Section 20.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.

ARTICLE XXI AMENDMENTS

Section 21.1. Amendment. This Agreement shall not be amended, altered, or modified, except by a written agreement executed by the Parties; provided, however, that if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, AHI may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly provide written notice to Participant of such amendments.

Section 21.2. Changes to PPS Policies and Procedures. AHI will provide notice to Participant of any change to the PPS Policies and Procedures as promptly as reasonably practical in advance of the effective date of such change.

ARTICLE XXII

GENERAL PROVISIONS

Section 22.1. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 22.2. Binding Effect. Subject to provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 22.3. Entire Agreement. This Agreement, including the Appendices, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, except that if AHI and Participant have entered into a DSRIP Project Services Addendum, such agreement shall not be superseded, but shall be interpreted as an addendum to this Agreement.

Section 22.4. Waivers; Amendments. No failure or delay by either Party in exercising any right or power under this Agreement or in enforcing any provisions of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. This Agreement may be waived, amended or modified only pursuant to an agreement or agreements in writing entered into by the Parties.

Section 22.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules. The Parties irrevocably consent and submit to the exclusive personal and subject matter jurisdiction of the Supreme Court of the State of New York for Essex County and waive any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising from this Agreement.

Section 22.6. Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions of the Agreement.

Section 22.7. Limitation on Benefits of this Agreement. It is the express intent of the Parties that no person or entity other than the Parties shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties, and that the Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties to this Agreement or their respective successors and assigns as permitted hereunder.

Section 22.8. Non-Discrimination. Access to services under this Agreement will

be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 22.9. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 22.10. PPS Participation. Participant shall have the right to participate in a PPS other than the Adirondack Region PPS; provided that Participant shall disclose to AHI all other PPSs in which it participates.

Section 22.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 22.12. Survival. It is the express intention and agreement of the Parties that the Articles and Sections pertaining to Indemnification, Data Use and Confidentiality, Record Retention, and Marketing in this Agreement shall survive termination of this Agreement.

Section 22.13. Waiver of Trial by Jury. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY DISPUTE, CLAIM OR CONTROVERSY CONCERNING, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS EFFECT, THE BREACH HEREOF, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 22.14. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**ADIRONDACK HEALTH
INSTITUTE**

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPANT

By: _____

Name: _____

NPI: _____

Date: _____

Address: _____

Email: _____

Phone: _____

Specialty/Service: _____

Appendix A

Defined Terms

1. **“CMS”** means the Centers for Medicare and Medicaid Services.
2. **“Community-Based Organization”** means any organization that participates in the PPS and provides social services, counseling, housing or health care services to the PPS Patient Population that could improve health outcomes or contribute to population health management.
3. **“Compliance Program”** means the program established by AHI to prevent, detect, and address compliance issues that arise with respect to PPS Projects and operations.
4. **“Confidential Information”** means information of a Party, regardless of the form or media in which it is disclosed, which (a) is identified in writing or other manner as confidential, restricted, proprietary or (b) based upon the nature of the information or the circumstances under which it was disclosed, accessed, or learned, a reasonable person would understand is confidential, including but not limited to, (i) Financial Information and business plans and data of a Party; (ii) personal data, information, documents and policies relating to human resource operations, workforce members and procedures of a Party; (iii) statistical information of a Party; and (iv) anything developed by reference to the information described in this definition.
5. **“DEAA”** means the Data Exchange Application and Agreement executed by AHI and delivered to DOH regarding access to, and the protections to be accorded to, data, analyses, or reports based on or derived from the Medicaid Analytics Performance Portal.
6. **“DSRIP Agreement”** means the DSRIP Project Plan Award Letter executed by AHI and DOH, which designates AHI to be the PPS Lead.
7. **“DSRIP Requirements”** means the requirements of DSRIP as set forth in the DSRIP Agreement, or DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time.
8. **“Dispute Resolution Process”** means the process adopted by AHI in accordance with DSRIP Requirements to resolve conflicts between and among AHI and PPS participants.
9. **“DSRIP Funds”** means the funds distributed by DOH to the PPS in accordance with the DSRIP Agreement.
10. **“DSRIP Project Services Addendum”** means an Addendum to the Agreement executed by AHI and one or more PPS participants to govern clinical, financial,

administrative or other arrangements for the purpose of implementing one or more Projects.

11. **“DSRIP Year”** means each twelve-month period for DSRIP activities and funding as identified by DOH.
12. **“Dual Factor Authentication”** means a manner of authentication of a user of information that relies on the combination of two different components (e.g., something that the user knows, something that the user possesses, or something that is inseparable from the user).
13. **“Financial Information”** means any and all financial, budget, and fiscal information prepared by or about AHI or Participant shared with the other Party to implement DSRIP Goals and the PPS Project Plan and conduct the Financial Sustainability Analysis. Financial Information is Confidential Information under this Agreement.
14. **“Funds Flow Distribution Plan”** means the plan adopted in accordance with AHI’s bylaws, as may be amended periodically, that specifies how DSRIP Funds received will be distributed to AHI and among PPS Participants.
15. **“HIE”** means the health information system(s) to exchange and use clinical information and data regarding the PPS Patient Population.
16. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1966, Public Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act.
17. **“Medicaid Confidential Data”** means data and information, including personal health information, derived from the database of Medicaid applicants and beneficiaries maintained by DOH.
18. **“Metrics”** mean the DSRIP process and outcome performance measures that the PPS must satisfy to receive certain DSRIP Funds and any additional measures of Participant or Project performance as adopted by AHI.
19. **“Milestones”** mean the DSRIP process milestones that the PPS must satisfy to receive certain DSRIP Funds and any additional measures of Participant or Project performance adopted by AHI.
20. **“PHI”** means Protected Health Information as such term is defined under HIPAA.
21. **“PPS Participants”** means the organizations that execute a Participation Agreement with AHI to participate in the PPS.

22. **“PPS”** has the meaning set forth in Recital A and includes the network of health care providers, Community-Based Organizations, vendors, and state or municipal agencies that participate in PPS Projects, operations, or activities to implement the PPS Project Plan and meet DSRIP Goals.
23. **“PPS Implementation Plan”** means the plan submitted by AHI to DOH to implement the PPS Project Plan.
24. **“PPS Policies and Procedures”** means policies and procedures duly adopted by AHI’s Board or Directors, governance committees of the Board of Directors or otherwise in accordance with AHI’s bylaws.
25. **“PPS Project Plan”** means the DSRIP Application for the Adirondack Region PPS submitted by AHI, as approved by DOH.
26. **“Project”** means any one of the projects selected by the PPS as identified in the PPS Project Plan.
27. **“Project Protocol”** means protocol(s) adopted by AHI and approved by the AHI’s Clinical Governance Committee and/or Board of Directors.
28. **“RCE”** means Rapid Cycle Evaluation, the DSRIP-required process to collect data about quality performance and provide analysis of the data to PPS participants to drive improvement.
29. **“RHIO”** means a Regional Health Information Organization selected by AHI.
30. **“Specified Purpose Funds”** means funds provided by AHI to a Participant for a specified purpose, such as delivery of services or capital improvements, as set forth in any agreement between AHI and the Participant, Project Protocols or the Funds Flow Distribution Plan.
31. **“Workforce Strategy”** means the PPS plan to identify and address the need for retraining and redeployment and the impact of changes on PPS participants’ workforce as a result of DSRIP and the implementation of the PPS Project Plan.

Warren County Health Services

Health Services Committee

AGENDA FOR

June 22, 2016

Information Submitted By: Patricia Auer, DPH/DPS

Health Services Committee Members: Sokol, Simpson, Seeber, Frasier, Strough, Vanselow, McDevitt, MacDonald, Braymer

I. Committee meeting called to order by Chairman

Motion to approve minutes of the June 1, 2016 Health Services Committee meeting
Although we did not have a formal meeting, we would like to thank all the supervisors that visited our department for "The Tour."

II. Action Agenda/New Business

Introduction of Valerie Whisenant, new Assistant Director of Patient Services

Val joined our agency on February 10, 1992, as a staff nurse, then assumed a position as a Supervising Public Health Nurse and has now been promoted to the Assistant Director of Patient Services. During her time with our agency, she has also earned her Bachelor's Degree in Nursing. We are fortunate to have someone with her skills and look forward to being with us for many more years to come as we continue to tackle all the challenges the home health care delivery system sends our way.

Request Resolution:

Budget Amendment

To amend the 2016 Warren County Budget to reflect COLA payments for various programs in the amounts listed on **Attachment #5**.

Rationale:

We do not need a Resolution to accept the funds, but we do need one to amend the 2016 Budget to reflect the specific COLA amounts.

Request Resolution:

Budget Transfer

From full time salaries to part time salaries to cover the cost of per diem nurses who are being used more since we have unfilled full time nursing positions in the amount of \$35,000. **Please see Attachment #6.**

Request Resolution:

To authorize a business associate contract agreement with Wendee Basinger, OTR/L to provide Occupational Therapy services in a form approved by the County Attorney.

Rationale:

Occupational Therapy Services are reimbursable, and these therapists are not plentiful. Therapists are paid per visit at established rates.

RESOLUTION REQUEST FORM NO. 19

Application for Approval to Enroll in Job-Related Courses by Employee

- 1. Employee's Name: Jodi Brynes
- 2. Position: RN
- 3. Department: Public Health Home Care
- 4. Course Title: Leadership and Management for Nurses: Core Competencies for Quality Care
- 5. Institution or School: Chamberlain College of Nursing
- 6. How Course Relates to Current Position:
- 7. Starting Date: 05/02/2016
- 8. Completion Date: 6/27/2016
- 9. Cost: \$ 2,590.00
- 10. Employee's Signature: Jodi Brynes Date: 05/13/2016
- 11. Supervisor's Comments (Approval/Denial):
Supervisor's Signature: LoDene W. Wenzel Date: 5/13/16
- 12. Department Head's Comments (Approval/Denial):
Department Head's Signature: Patricia Date: 5/26/16
- 13. Committee's Recommendation:
Committee Chairman's Signature: Matt Date: June 22, 2016
Signature: _____ Date: _____
Chairman of the Board of Supervisors

If approved by Committee, and resolution approving the course if adopted by the Board of Supervisors, candidate may enroll and be eligible for 50% reimbursement for costs as itemized in Item #9. Employee must complete the course with at least a "C", its equivalent, or better. Employee then submits a voucher with receipts verifying costs as listed and a copy of their final grade.

Request Resolution:

To authorize Jodi Brynes, RN to enroll in a job related course entitled, Leadership and Management for Nurses Core Competencies for Quality Care, an online course offered through Chamberlain College of Nursing, and receive reimbursement of 50% of the course cost of \$2,590.00 (\$1,295) plus course fees upon completion of the course with a grade of "C" or better, submitted with receipts for verifying costs. This is allowed per CSEA Contract with approved Resolution.

Rationale:

The course has already begun, but the nurse is new and did not realize it was necessary to receive prior approval for reimbursement. She has only 2 two more classes in order to complete her Bachelor's Degree in nursing, and we would recommend approval for this course.

There are adequate funds in the Health Services 2016 Budget to cover this expense.

Request Resolution:

To increase the per visit rate for therapists providing services to Certified Home Health Agency patients in in Region 2 from \$60.00 to \$75.00 which includes Bolton Landing, Chestertown, Hague, Horicon, Johnsburg, Stony Creek, and Thurman, and to add Lake Luzerne to Region 2 for the purpose of bringing Warren County Health Services more in line with our competitive agencies. Rates for Region 1, Glens Falls, Queensbury, Lake George, and Warrensburg will remain the same, and the rate for OASIS completion will be deleted as it is no longer needed. Also further, to amend the rate schedule for services provided to children in the Early Intervention and Preschool Program per Attachment #7.

Rationale:

It is difficult to get therapists to see patients and children in the northern parts of the county because it is not cost effective for them due to the time commitment. Our rate includes travel time with no extra reimbursement for mileage, visit time, and visit documentation. The rates have not been increased since 2007. Based on an analysis of the number of visits involved, we project the expense impact will be approximately \$20,000 a year for the Certified Home Health Agency. If we do not raise the rates for these reimbursable services, we will lose the referrals to other agencies, and many of these visits also require nursing services. Essentially, we stand to have more to gain by raising the rates as opposed to not raising them.

As for the Early Intervention and Preschool Services, these are our mandated programs with reimbursements set by the Department of Health for Early Intervention and the State Education Department for Preschool. We have adjusted rates to reflect as best as possible to minimize the expense to the county, and still provide adequate service

Tammie DeLorenzo, Fiscal and Informatics Coordinator, who conducted the analysis, will be present at the meeting to provide numbers and more specific information and to answer any questions the committee members may have.

Please see **Attachment #7** for a listing of the Proposed Visit Rates. **(to be distributed at the meeting)**

Request Resolution:

To authorize a contract agreement with Lamar to purchase and install advertising wraps for the Immunization Program on Greater Glens Falls Transit Buses for the month of August at a total cost of \$1,522.00.

Rationale:

This is the company that Greater Glens Falls Transit uses for all the advertising on the buses so we do not have a choice of vendor if we wish to advertise on the buses. We will be using advertising information developed by the New York State Department of Health. The funds are available for this initiative through the Immunization Action Grant. Part of the grant deliverables is to demonstrate that we have visibly reached out to the public regarding the importance of immunizations.

Request Resolution:

To accept the 2015 Annual Report for Warren County Health Services

Rationale:

This report was distributed to Committee Members for their review and the opportunity to ask questions at the time of the Tour of the Health Services Department on June 1. Per New York State Regulations, this report must be adopted by Resolution Annually.

A copy of the report will be on file with the minutes of the meeting, and will be posted on the Health Services Website following its ratification by the full Board of Supervisors. "Hard Copies" are available for any non-committee member supervisors wishing one. We will have a few copies available at the committee meeting.

IV. Referral/Pending Items

V. There are no pending items.

VI. 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. Tammie DeLorenzo, Fiscal and Informatics Coordinator, and Valerie Whisenant, Assistant Director of Patient Services will provide comments at the meeting.

Report of Expenditures, Revenues, Overtime and Per Diem Use for 2016. Please see **Attachment #2.**

Revenue and Expense Comparison Report for 2015 vs 2016: Please see **Attachment #3.** Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

Personnel Update:

Nursing recruitment, unfortunately, continues to remain a challenge. Obtaining new staff is a process, and then the orientation procedures begin, and the learning curve is high. Public Health Nurses have a great deal of autonomy just by nature of the job, so it is necessary they come to us with some experience.

Since our last meeting, we have hired one new nurse, to fill one of the 2 vacancies, have lost one to resignation for personal reasons, though she will be staying on a per diem basis, and have been notified one will be retiring in early July. The retiring nurse will be available for per diem in the fall.

From the nursing supervisor standpoint, the supervisor who has been out on long term medical leave has received her official retirement disability approval, so the temporary supervisor position we created will now need to become full time. We plan to begin the paperwork to fill the position as the temporary position will no longer be needed. At this time we are concentrating on filling the open staff nurse positions, and remain very thankful for our per diem nurses.

- VII. **Privilege of the Floor to discuss any additional items to come before Committee**
- VIII. **Motion to adjourn the Health Services Meeting**

Attachments:

- #1 Emergency Response and Preparedness Activities Report
- #2 Report of Expenditures, Revenues, Overtime and Per Diem Use for 2016
- #3 Revenue and Expense Comparison Report for 2015 vs 2016
- #4 Report of Referral Status
- #5 Budget Amendments
- #6 Budget Transfer
- #7 Proposed Business Associate Therapist Rates **(to be distributed at the meeting)**

ATTACHMENT #1

BT ACTIVITY SHEET
BP4 - 7/1/15 - 6/30/16

Page 11

Topic Color Codes

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

4th QUARTER ACTIVITIES (April 1, 2016 – June 30, 2016) ► 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>
June 1	WebX	HEPC Infectious Disease Workgroup meeting 1-2pm	Kathy	Regional Drill Planning
June 1		SN Registry Recertification Batch letters	Kathy	Special Needs
June 7		Fit testing of Nurses for Respiratory Protection Program- ongoing	Kathy	
June 7	TTX	Warren County Human Services Building- Fire shuts down building	Dan	
June 7		Email and Fax Blast to providers NYSDOH Medical Matters Zika update- An Evolving Story	Kathy	
June 8		Survey Monkey- Training Barriers	Dan	
June 9	Call	HHS Workgroup: Lyme& other tick borne illnesses- Trends in Tickborne Diseases in the United States 1.5 hours	GJ	
June 9	Planning	Created Special Needs Registry and Volunteer Recruitment Action Plan with established objectives	DD, KW	Special Needs
June 14	Conference Call	Zika Update for Local Health Departments	GJ, PB	
June 14	Meeting	BT Coordinator Sub-Regional Meeting	DD	
June 14		Ever Bridge All Hazards Training 2-3	DD	
June 15	TTX	Glens Falls Hospital TTX	DD	
June 15		Legal Issues for Mass Dispensing: Newly Issued ER Use and ER Dispensing Orders	*County Legal Department* may have schedule conflict- PH to view archived training	
June 15	WebX	IHANS Training	KW	
June 15		HEPC Infectious Disease Workgroup 1-2	DD	
June 21	Drill	GFH and OEM Chempack Drill- IHANS Notification to Nursing Homes	DD, KW, Sheriff's Office, OEM, EMS, GFH, Washington Co. Public Health	Chempack Drill
June 23		Strategic National Stockpile Training- Buildings and Grounds; 1Hr	DD, KW	SNS
June 29		EPR Plan Review	DD, AH, KW	

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2016 AS OF 6/14/2016 9:36:13 AM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V
 CODE(S): 4010, 4013, 4016, 4054, 4190, 4018, 4189

EXPENSES	2016 BUDGETED	2016 YTD ACTUAL	2015 Prior Year Totals
Salaries - Regular	\$2,785,683.00	\$1,072,050.81	\$2,741,583.00
Salaries - Overtime	\$133,500.00	\$44,062.00	\$129,253.40
Salaries - Part Time	\$339,033.00	\$128,749.38	\$293,525.00
100's PERSONAL SERVICES	\$3,258,216.00	\$1,244,862.19	\$3,164,362.40
200's EQUIPMENT	\$46,690.00	\$2,074.52	\$18,161.50
400's CONTRACTUAL	\$5,999,573.70	\$1,543,864.96	\$5,893,074.60
800's EMPLOYEE BENEFITS	\$1,631,009.00	\$685,432.21	\$1,710,053.80
TOTALS	\$10,935,488.70	\$3,476,233.88	\$10,785,652.70
REVENUES			
	\$8,847,139.72	\$1,905,486.22	\$8,735,061.80

Note: The May WIC voucher for \$67,467 is accrued for revenue above. We are currently working on May 2016 revenues for CHHA, LTC and MCH.

Warren County Health Services Salaries Comparison

2015 vs 2016 as of 5/29/16, Payroll

YTD	YTD	YTD 15v16	% Change	Total Budget	Total Actual
2016	2015			2016	2015
Regular Salaries	\$1,166,328.82	-\$94,278.01	-8.08%	\$2,785,683.00	\$2,741,583.99
Overtime Salaries	\$55,429.11	-\$11,367.11	-20.51%	\$133,500.00	\$129,253.40
Part Time Salaries	\$123,892.53	\$4,856.85	3.92%	\$339,033.00	\$293,525.00
TOTALS	\$1,345,650.46	-\$100,788.27	-7.49%	\$3,258,216.00	\$3,164,362.43
current YTD Salary to Total Budget	42.53%				

Source: Detail G/L report for all Salary Category from 1/1/XX-5/29/XX

Note: all, total salaries are \$100,788.27 less than total 2015 Salaries. Due to staffing shortages in nursing, per diem nurses were utilized to cover referrals, before increasing the Part time salary category and reducing the Full time and Overtime salary categories showing overall a 7.49% reduction in salary from 2015.

ATTACHMENT #2

Bdmtg061416 for June 22 2016mtg.xls

Revenue and Expense Comparison 2016 vs 2015

EXPENSES	2016 YTD Actual as of 6/14/16 G/L	2015 YTD Actual as of 6/13/15 G/L	Variance
Salaries - Regular	\$1,072,050.81	\$1,166,328.82	(\$94,278.01)
Salaries - Overtime	\$44,062.00	\$55,429.11	(\$11,367.11)
Salaries - Part Time	\$128,749.38	\$123,892.53	\$4,856.85
100's PERSONAL SERVICES	\$1,244,862.19	\$1,345,650.46	(\$100,788.27)
200's EQUIPMENT	\$2,074.52	\$664.99	\$1,409.53
400's CONTRACTUAL	\$1,543,864.96	\$2,126,523.19	(\$582,658.23)
800's EMPLOYEE BENEFITS	\$685,432.21	\$781,048.09	(\$95,615.88)
TOTALS	\$3,476,233.88	\$4,253,886.73	(\$777,652.85)

REVENUES	2016 YTD ACTUAL	2015 Prior Year to Date Totals	Variance
	\$1,905,486.22	\$2,265,551.48	(\$360,065.26)

Notes:

It should be noted, reflected above for comparison are financials as of 6/13/15 to compare to our current of 6/14/16. There was not a June meeting in 2015 for comparison therefore, the 6/14/15 payroll and fringe are not included in the numbers above for a more accurate comparison to 2016, in which the June payroll has yet to be completed.

Salaries: (please see previous page) Overall are \$100,788.27 or 7.49% below 2015. Full time and overtime salaries are below 2015 YTD salaries while Part time salaries are 3.92% above 2015. This correlates with the per diem staff that continue to be utilized to assist in nursing shortage coverage. Overall, 2016 salaries are 38.21% of budget while this time last year we were at 42.53% of budget for total salaries.

Expenses: Contractual expenses for 2016 are below 2015 primarily due to the timing of expenses paid for the Preschool and Early Intervention programs. Also to note, the Long Term Care program no longer has any patients due to the fact the State has reassigned duties for this program, therefore less expenses year to date.

Employee Benefits:

Employee benefits are below last year and correlates with the nursing position shortages that we have experienced.

Revenues:

Revenues for 2016 are below 2015 due to the fact that we no longer have the Long Term Care program and timing of grant revenues.

Attachment #4

Warren County Health Services
Patient Evaluations
CHHA Division

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	129	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
Total Evals per month	192	161	194	159	181	147	177	172	155	158	157	175

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	110	114	109	122	109	122	111	99	104	106	102
SN IV eval	9	6	8	13	5	7	8	3	9	5	1	8
PRI & CDPAP	6	5	5	6	5	2	2	7	1	1	1	5
UASNY	18	15	23	16	10	13	23	10	14	15	14	17
SN Evals per month	155	136	150	144	142	131	155	131	123	125	122	132
PT Evals	80	75	94	80	71	82	80	70	73	75	65	67
PT only	25	26	34	30	31	24	26	31	34	29	24	17
Total Evals per month	180	162	184	174	173	155	181	162	157	154	146	149

CATEGORY	01/2016	02/2016	03/2016	04/2016	05/2016	06/2016	07/2016	08/2016	09/2016	10/2016	11/2016	12/2016
SN eval	102	111	99	106	104							
SN IV eval	9	6	12	8	10							
PRI	4	6	1	7	6							
UASNY	19	11	11	17	13							
SN Evals per month	134	134	123	138	133	0	0	0	0	0	0	0
PT Evals	76	76	62	66	68							
PT only	25	26	19	23	18							
Total Evals per month	159	160	142	161	151	0	0	0	0	0	0	0
Difference	-12%	-1%	-23%	-7%	-13%							

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

***If this is the result of a grant award, also complete and submit
Form No. 5 or 6**

DEPARTMENT NAME: Warren County Health Services-Disease and Family Health Programs

DATE: June 22, 2016

Purpose of Amendment: To amend the 2016 budget to adjust the Disease Program to reflect the COLA (Cost of Living Adjustment) funds given for the IAP Grant (\$2,707), the Lead Grant (\$1,895), and the Rabies Grant (\$1,389) and also adjust the Family Health Program to reflect the COLA for the CSHCN (Children with Special Health Care Needs) Grant in the amount of (\$1,517.00).

Appropriation Code (with title), Object Code (with title) and Amount:
A.4018.0030.469 Disease Program- Other Payments \$2,707.00

Revenue Code (with title), and Amount:
A.4018.0030. 3407 Disease Program-Public Health Revenue \$2,707.00

Appropriation Code (with title), Object Code (with title) and Amount:
A.4018.0030.469 Disease Program- Other Payments \$1,895.00

Revenue Code (with title), and Amount:
A.4018.0030.4457 Disease Program –Lead Revenue \$1,895.00

Appropriation Code (with title), Object Code (with title) and Amount:
A.4018.0030.469 Disease Program- Other Payments \$1,389.00

Revenue Code (with title), and Amount:
A.4018.0030.3407 Disease Program-Public Health Revenue \$1,389.00

Appropriation Code (with title), Object Code (with title) and Amount:
A.4018.0020.469 Family Health –Other Payments \$1,517.00

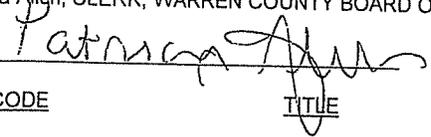
Revenue Code (with title), and Amount:
**A.4018.0020.4452 Family Health–Children with Special Health Care Needs
Revenue \$1,517.00**

ATTACHMENT #5

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: Amanda Allen, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

SIGNED: 

DATE: June 22, 2016

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1	A.4010.110	Health Services-Full Time Salary Expense	A.4010.130	Health Services-Part Time Salary Expense	\$35,000.00

Total Transfers **\$35,000.00**

1 To transfer funds from Full time Salary to Part time Salary to cover Per Diem nursing staff. Due to nursing staff shortage, we have been utilizing per diem nurses throughout the year.

CONTINGENT FUND TRANSFER REQUESTS

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

Please state reason for transfer request:

Total

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

Attachment #7

Proposed CHHA/Early Intervention/Preschool Therapy Rates

Region I Region II

Certified Home Health Agency

Revisit	\$ 53	\$ 75
Evaluations	\$ 55	\$ 75
Meetings	\$ 40	\$ 40

Early Intervention

BASIC (30-59min)	\$ 50	\$ 57
EXTENDED (60min+)	\$ 70	\$ 70
SUPPLEMENTAL EVAL	\$ 117	\$ 117

Preschool

BASIC	\$ 53	\$ 60
GROUP (per child)	\$ 44	\$ 44

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 06/22/2016

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a business associate contract with Wendee Basinger OTR/L to provide occupational therapy services in a form approved by the County Attorney
- (c) Name of Contractor: Wendee Basinger
- (d) Address of Contractor: 5 Homestead Road, Saratoga Springs, NY 12866
- (e) Contractor's Contact Person and Telephone Number: Wendee Basinger (518) 421-4400, email: wendeepbasinger@gmail.com
- (f) Has or will the Contract be provided, if so, please attach: Please use therapist contract
- (g) Commencement Date of Contract: 07/18/2016
- (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
- 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. bi-monthly/ upon receipt of required documentation for each individual visit)

Eval Region 1	\$55.00
Revisit Region 1	\$53.00
Eval Region 2	\$60.00
Revisit Region 2	\$60.00
Meetings	\$40.00

Early Intervention Services Only

Reg 1 Eval	\$50.00
Reg 1 Revisit	\$50.00
Region 2 Eval	\$57.00
Region 2 Revisit	\$57.00

- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project
Number, and Title, and Amount:

A 4010.10.470 Health Services

Wendee Basinger, OTR/L

5 Homestead Road
Saratoga Springs, NY 12866

(518) 421-4400
wendeebasinger@gmail.com

Objective

Occupational Therapist

Education

Quinnipiac University – Hamden, CT
Post Baccalaureate Certification in Occupational Therapy
Susquehanna University – Selinsgrove, PA
Bachelor of Arts in English

Continuing Education

Strengthening Functional Vision and Visual Perceptual Skills
Developing and Implementing Effective Sensory Diets for Children
with Autism Spectrum Disorders
Feeding and Swallowing Assessment and Intervention
TEACCH (Treatment and Education of Autistic and related
Communication handicapped Children)
Sensory Processing Disorder & Young Children
NDT for Pediatrics
NDT and Ball Therapy
Getting UE Results Faster
Intro to NDT

Work Experience

Supplemental Health Care

Lake Luzerne, NY - October 2011- present
Occupational Therapist for Hadley-Luzerne Central School

Prospect Child and Family Center

Queensbury, NY – October 2002 to October 2011
Senior Occupational Therapist/Supervisor
Evaluate and treat children with special needs, ages 0-21
Service school contracts in Warren and Washington counties
Perform CPSE and EI evaluations

St. Peter's Hospital – Rehabilitation Unit

Albany, NY – January 2000 to October 2002
Evaluated and treated acute rehabilitation Patients
Supervised COTA, OTA and OTR students
Rehabilitation Practice Council Member

Evangelical Community Hospital

Lewisburg, PA – November 1996 to March 1999
Evaluated and treated acute care patients
Treated outpatient hand therapy and rehabilitation patients
Trained nursing staff regarding positioning and body mechanics

Genesis Eldercare, Valley View Nursing Center

Montoursville, PA – June 1996 to October 1996
Supervised COTAs conducting patient treatment
Facilitated restorative dining and contracture prevention programs

Hershey Medical Center – University Hospital Rehabilitation Center

Hershey, PA – January 1995 to May 1996
Adult Neurology Program, Staff Occupational Therapist

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: 010195-1

Certificate Number: 8450390



BASINGER WENDEE KAY
5 HOMESTEAD RD
SARATOGA SPRINGS NY 12065-0000

is registered to practice in New York State through 01/31/2017 as a(n)
OCCUPATIONAL THERAPIST

Wendee Basinger, OTR/L
LICENSEE/REGISTRANT

[Signature]
EXECUTIVE SECRETARY

[Signature]
COMMISSIONER OF EDUCATION

[Signature]
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance



OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0641920260-8	From 05/16/16 to 05/16/17 at 12:01 AM Standard Time

Named Insured

Wendee K Basinger
5 Homestead Rd
Saratoga Springs, NY 12866-5806

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty

Occupational Therapist
Excludes Cosmetic Procedures

Code

80721

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 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

License Protection	\$ 25,000 per proceeding	\$ 25,000 aggregate
Defendant Expense Benefit	\$ 1,000 per day limit	\$ 25,000 aggregate
Deposition Representation	\$ 10,000 per deposition	\$ 10,000 aggregate
Assault	\$ 25,000 per incident	\$ 25,000 aggregate
<i>Includes Workplace Violence Counseling</i>		
Medical Payments	\$ 25,000 per person	\$ 100,000 aggregate
First Aid	\$ 10,000 per incident	\$ 10,000 aggregate
Damage to Property of Others	\$ 10,000 per incident	\$ 10,000 aggregate
Information Privacy (HIPAA)	\$ 25,000 per incident	\$ 25,000 aggregate

Workplace Liability

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

Total: \$232.00

Premium reflects self-employed, full-time rate.

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

G-121500-D G-121501-C G-121503-C CNA82011 G-145184-A G-147292-A CNA81753 CNA81758 GSL13424 CNA80052
CNA80051 G-123846-D31 G-123813-C31 GSL10550NY GSL11892NY GSL15563NY GSL18064NY GSL15565NY
GSL17101 CNA79575

Thomas F. Motamed
Chairman of the Board

John M. Walker
Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance 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.

Form #: G-141241-B31 (3/2010)

Master Policy: 188711433

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. State specific policy forms and endorsements are not included in the list below. Should you require descriptions or samples of these documents, please visit us online at www.hpso.com/policyforms. Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period. All products and services may not be available in all states and may be subject to change without notice.

Think Green – expanded definitions and copies of these policy forms and endorsements are available online at www.hpso.com/policyforms.

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-121503-C	Workplace Liability Form
CNA82011	Healthcare Providers Related Claims Endorsement
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
CNA81753	Cap on Losses from Certified Acts of Terrorism
CNA81758	Offer of Terrorism Coverage - Disclosure of Premium
GSL13424	Services to Animals
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80051	Amended Definition of Personal Injury Endorsement
G-123846-D31	New York Cancellation and Non-Renewal
G-123813-C31	New York Amendatory Change Endorsement
GSL10550NY	New York Amendatory Endorsement
GSL11892NY	New York Amendatory Endorsement
GSL15563NY	Information Privacy Coverage Endorsement HIPAA Fines - New York
GSL18064NY	New York Amendatory Change Endorsement
GSL15565NY	Healthcare Providers Professional Liability Assault Coverage - New York
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
CNA79575	Exclusion of Cosmetic Procedures

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

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Healthcare Providers Service Organization for details.

Form #: G-141241-B31
Master Policy #: 188711433

Named Insured: Wendee K Basinger
Policy #: 0641920260-8

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: 06/22/2016

- (a) Purpose of Request: To authorize revised Business Associate Therapy rates per the attached schedule
- (b) Details: It is difficult to get therapists to see patients and children in the northern parts of the county because it is not cost effective for them due to the time commitment. Our rate includes travel time with no extra reimbursement for mileage, visit time, and visit documentation. The rates have not been increased since 2007. Based on an analysis of the number of visits involved, we project the expense impact will be approximately \$20,000 a year for the Certified Home Health Agency. If we do not raise the rates for these reimbursable services, we will lose the referral to other agencies, and many of these visits also require nursing services. Essentially, we stand to have more to gain by raising the rates as opposed to not raising them.

As for the Early Intervention and Preschool Services, these are our mandated programs with reimbursements set by the Department of Health for Early Intervention and the State Education Department for Preschool. We have adjusted rates to reflect as best as possible to minimize the expense to the county, and still provide adequate service.

Please see Attachment #7 for listing of the Proposed Visit Rates

- (c) Previous Resolution Number: R 199/2007 see attached

Attachment #7

Proposed CHHA/Early Intervention/Preschool Therapy Rates

	Region I	Region II
Certified Home Health Agency		
Revisit	\$ 53	\$ 75
Evaluations	\$ 55	\$ 75
Meetings	\$ 40	\$ 40
Early Intervention		
BASIC (30-59min)	\$ 50	\$ 57
EXTENDED (60min+)	\$ 70	\$ 70
SUPPLEMENTAL EVAL	\$ 117	\$ 117
Preschool		
BASIC	\$ 53	\$ 60
GROUP (per child)	\$ 44	\$ 44

Warren County Board of Supervisors

RESOLUTION NO. 199 OF 2007

Resolution introduced by Supervisors Mason, Sheehan, Haskell, F. Thomas, Tessier, Champagne and Sokol

AMENDING RESOLUTION NO. 78 OF 2007 - AUTHORIZING AMENDMENT AGREEMENTS TO INCREASE RATES WITH VARIOUS PHYSICAL, SPEECH AND OCCUPATIONAL THERAPISTS - HEALTH SERVICES DEPARTMENT

WHEREAS, Resolution No. 78 of 2007 authorized amendment agreements to increase rates for revisit services performed by various physical therapists, speech therapists and occupational therapists under the Long-Term Home Health Care ("LTHHC") and Certified Home Health Aide ("CHHA") Programs within the Warren County Health Services Department, and

WHEREAS, the Director of the Health Services Department has now recommended that, in addition to the above described rate increases, the agreements with physical therapists, speech therapists and occupational therapists for services performed under the LTHHC and /or CHHA be amended to adopt a schedule of payment for services based solely upon Region One and Region Two location for services, now, therefore, be it

RESOLVED, Resolution No. 78 of 2007 is hereby amended to authorize Warren County to enter into amendment agreements with various physical therapists, speech therapists and occupational therapists, effective March 1, 2007, at rates and by Region location as set forth below, all other terms and rates remaining the same:

Region One evaluation visit	\$55.00
Region One revisit	\$53.00
Region Two evaluation visit	\$60.00
Region Two revisit	\$60.00

RESOLUTION NO. 199 OF 20 07

Page 2, *Continued*

Region One: Towns of Lake George, Lake Luzerne, Queensbury, Warrensburg and City of Glens Falls, and

Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Stony Creek and Thurman, and be it further

RESOLVED, the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the amended agreements in the form approved by the County Attorney, and be it further

RESOLVED, that all other terms and provisions of Resolution No. 78 of 2007 remain in full force and effect.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 06/22/2016

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement with LAMAR to purchase and install advertising wraps and cards for display on Greater Glens Falls Transit buses for the month of July 2016 in a form approved by the County Attorney
- (c) Name of Contractor: LAMAR
- (d) Address of Contractor: 5551 Corporate Blvd., Baton Rouge, LA 70808
- (e) Contractor's Contact Person and Telephone Number: Vallis Goodemote 1-800-235-2627, email: vgoodemote@lamar.com
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 07/20/2016
- (h) Termination Date of Contract: One time fee paid upon receipt of display materials and installation
- (i) Payment Provisions:
- i) lump sum amount - \$1,440 + \$82 = \$1522
 - 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. within 30 days upon completion of project
- (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 4018.0030.436 Disease Control Advertising

PRODUCTION CONTRACT



EPC 2599213

US Offices
 5551 Corporate Blvd.
 Baton Rouge, LA 70808
 P 800-235-2627 F 225-923-0658

ADVERTISER	CONTACT NAME	DATE
Warren County Health Services	Kevin Geraghty	5/16/2016
AGENCY NAME (if applicable)	PHONE NUMBER	SPACE CONTRACT NUMBER
N/A	518-761-6580	2583107
ADDRESS	FAX NUMBER	JOB ORDER NUMBER
1340 State Route 9		
Lake George, Ny 12845	LAMAR ACCOUNT MANAGER	MARKET
	Kara Rosen	667glensfallsny 100 Bus

QUANTITY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL
5	Interior Cards	\$15.00	\$75.00

Terms and Conditions <small>Advertiser/Advertising Agency agrees to pay all taxes applicable to this agreement, including PST and GST. Order, pricing and acceptance is based on art supplied to our specifications. If this contract is to be performed in conjunction with a Lamar Space Only Advertising Contract, approved art for this contract must be supplied at least 21-days in advance of the start date designated in the space-only agreement, to allow for timely production and posting. If production is delayed due to artwork, Advertiser/Advertising Agency will remain responsible for payments under the space obligation. Shipping is Lamar Advertising Facilities, 5551 Corporate Blvd., Baton Rouge, LA 70808. All invoices are due and payable when rendered or date of shipment, whichever is later. A late charge of 1.5% per month (18% per annum or the maximum allowed by law, whichever is less) shall be applied to all billings not paid within 30 days. If this contract is placed with a collection agency or an attorney for collection, Advertiser/Advertising Agency shall pay Lamar Advertising's collection fees and reasonable attorney fees, even though no suit or action is filed. Advertiser warrants that all approved designs to not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter, including but not limited to any claims for false or misleading advertising, of any copy displayed pursuant to this contract.</small>	TAXES (if applicable)	\$0.00
	PRODUCTION CHARGE	\$75.00
	INSTALLATION CHARGE	\$4.00
	SHIPPING & HANDLING	\$3.00
	TOTAL	\$82.00

THE ABOVE QUANTITIES, PRICES, TERMS AND CONDITIONS ARE AGREED UPON AND ACCEPTED BY:

Lamar Advertising Authorized Signature	Advertiser/Agency Authorized Signature	Date Accepted
	X	
Printed Name & Title of Signer	Printed Name & Title of Signer	Date Accepted
Sam Iuvino Vp/Gm	Kevin Geraghty/Chairman Of The Board	



Produce Install & Maintain Advertising Contract

(USA TRANSIT)

Contract No. - 2583107

5551 Corporate Blvd.
Baton Rouge, LA 70808
Phone - 800.235.2627 Fax - 225.923.0658

Date 5/16/16

New **Renewal:** Previous Contract No _____
(see provision # 3 on reverse side hereof)

Advertiser/Agency Agrees to purchase the following:

Produce and Install: The Lamar Companies ("Lamar") agrees to produce and install the below described transit advertising display(s) (hereinafter called the "Display"), in conformity with the specifications and conditions set forth herein. Advertiser or Advertising Agency agrees to pay the billing rate indicated below for the four (4) week periods specified. Contract scheduled to commence on dates stated on this document. If production or installation is delayed, contract to commence for the term noted beginning on the day immediately following completion of posting. Rate includes original basic copy only. In addition, Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. Additional charges will apply as approved by Advertiser or Advertising Agency. Title to Display passes to Advertiser upon installation of Display.

Space and Maintenance: The Lamar Companies ("Lamar") further agrees to provide space and maintain the Display in conformity with the specifications and conditions set forth herein.

Advertiser or Advertising Agency acknowledges that all representations and all agreements not herein set forth in writing are deemed waived. This contract shall not be binding upon Lamar until executed by an Officer or designee of Lamar. This Transit Advertising Display Contract is subordinate to the contract between the relevant transit Authority and Lamar.

Annual - Upon commencement of installation, Advertiser or Advertising Agency agrees to pay the rate of billing described below per four (4) week period, in advance for 13 consecutive billing periods (52 weeks).

MARKET	DISPLAY TYPE	QUANTITY	BILLING RATE
			\$
			\$

Other - The term of this contract shall begin as described below. Advertiser or advertising agency agrees to pay the rate of billing described below per designated four (4) week period, in advance.

MARKET	DISPLAY TYPE	DISPLAY SIZE	QUANTITY	TERM	BILLING RATE
667 Glens Falls NY 100 Bus	Mini Kong	Approx 40"x100"	3	From 8/1/16 To 8/28/16	\$ 1,440.00
				From To	\$
				From To	\$
				From To	\$
				From To	\$
				From To	\$
				From To	\$
				From To	\$
				From To	\$

Additional Services Such as: Embellishments/Extensions/Snipes/Copy Changes. Please set out in detail additional charges and how these charges should be invoiced.

Advertiser or Advertising Agency will pay \$ _____ for additional services: upon first billing OR over contract term.

Client to receive upto 5 guaranteed bonus interior cards as a bonus for this campaign for duration of campaign. Client to pay production for bonus interior cards.

Applicable sales and use taxes will be added.

This Advertising Display Contract is expressly subject to the additional terms and conditions set out on the reverse side hereof, and Advertiser/Advertising Agency acknowledges full review and acceptance of all written terms and conditions set out on both sides of this contract.

LAMAR MEDIA SALES REPRESENTATIVE: Kara Rosen
(PRINT NAME OF SALES REPRESENTATIVE)

ADVERTISER: Warren County Health Services
(PRINT NAME OF ADVERTISER)

ACCEPTED BY: Sam Iuvino, Vp/Gm
(PRINT NAME AND TITLE OF LAMAR COMPANIES OFFICER/DESIGNEE)

ADVERTISING AGENCY: N/A
(PRINT NAME OF ADVERTISING AGENCY)

AUTHORIZED REPRESENTATIVE: Kevin Geraghty/Chairman Of The Board
(PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE)

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SHIP DISPLAY MATERIALS TO: N/A
(ALL SHIPMENTS MUST BE PREPAID)
(NAME)

BILLING ADDRESS: Tawn Driscoll
(NAME - ATTENTION TO)

(MAILING ADDRESS)

1340 State Route 9
(MAILING ADDRESS)

(CITY, STATE, ZIP)

Lake George, Ny 12845
(CITY, STATE, ZIP)

Taxpayer ID Number 93-0966515

PHONE NUMBER: 518-761-6580 FAX NUMBER: _____

E-MAIL ADDRESS: Myhrbergp@Warrencountyny.Gov



Additional Terms and Conditions of Advertising Display Contract

1. The terms "Advertiser" and "Advertising Agency" shall mean and refer to the firms or individuals so designated on the face page of this contract, and "Advertiser" shall include the contracting Advertising Agency, if any. "Lamar" shall mean and refer to The Lamar Companies, its successors and assigns and any affiliated company having a contract with the Authority. "Authority" shall mean and refer to the public agency or authority having jurisdiction over the public transit vehicles and facilities on which the advertising materials are to be displayed.
2. Advertiser and/or Advertising Agency must provide approved artwork in an acceptable format 21 days prior to contract start date. If production is delayed due to artwork, Advertiser or Advertising Agency remains responsible for payment of contracted amount per contract period(s).
3. If this contract is a renewal contract, Advertiser or Advertising Agency agree to pay the billing rate set out in the previous contract for billing periods extending beyond the expiration of the previous contract term until the start date set out in this contract.
4. The text and illustrations on each Display shall be subject to approval or disapproval by Lamar and by each Authority on whose units the Display will be posted and such decision shall be final. In the event the Authority or its representatives shall disapprove of any Display, Lamar shall have the right to remove the Display forthwith and the Advertiser or Advertising Agency shall receive a pro rata credit (space only) from the date of removal of the Display.
5. Lamar accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed ("Laws"). In the event that such advertising Display becomes illegal or a request is received to terminate the Display for violation of Laws, Lamar reserves the right to terminate same, but there shall be no short rate charge because of such termination.
6. Advertiser or Advertising Agency grants to Lamar for the term of this contract, and any renewal thereof by Advertiser or Advertising Agency, an irrevocable license to use the Display, such license to commence on completion of installation. Upon expiry of the license, Advertiser or Advertising Agency agrees that Lamar can dispose of the Display.
7. It is understood and agreed that this contract may not be canceled by Advertiser or Advertising Agency without prior written consent of an Officer of Lamar. Lamar reserves the right to cancel this contract at any time upon default by the Advertiser or Advertising Agency in the payment of bills or other breach, or in the event of any material violation on the part of the Advertiser or Advertising Agency of any of the conditions herein contained; and upon such cancellation, all unpaid charges for advertising done hereunder, including short term rates or other charges under this contract shall become immediately due and payable. In case of delinquency in payment, waiver by Lamar of any specific breach of this contract by the Advertiser or Advertising Agency shall not prejudice Lamar's rights hereunder with respect to any breach or breaches not specifically waived by Lamar.
8. Execution of this contract does not constitute an extension of credit by Lamar to Advertiser or Advertising Agency. In the event Advertiser or Advertising Agency applies for credit, the terms, representations and conditions of the credit application are incorporated into this agreement. Upon credit approval by Lamar, all payments under this contract will be due in advance every four weeks. A late payment charge of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less, shall be charged to and paid by Advertiser or Advertising Agency on any amount remaining unpaid after 30 days from a given invoice date. Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. In addition, Advertiser acknowledges and agrees that no payment made to the Advertising Agency shall constitute satisfaction of a payment obligation under this contract unless and until Lamar actually receives said payment.
9. If this contract is placed with a collection agency or an attorney for collection, Advertiser or Advertising Agency shall pay Lamar's collection fees and reasonable attorney fees, even though no suit or action is filed. If a suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided, and shall include an amount estimated by the court as the reasonable costs and fees to be incurred in collecting any monetary judgment or enforcing any other order entered in the suit or action.
10. Failure to make any payment as herein provided shall, at Lamar's option, be deemed a complete and fundamental breach by Advertiser or Advertising Agency of this contract, and upon any such failure the full amount of the remaining installments shall immediately become due and payable, and in the event of failure to make payment thereof on demand, Lamar is authorized, but not obligated, to remove the Display from any or all of the spaces covered by this contract, to relet the spaces or any of them for the whole or any part of the unexpired term of this contract to such person or persons and upon such terms and conditions as Lamar may determine, to collect and receive the income or rent therefrom, to apply the income or rent so received from such reletting, first to Lamar's costs of replacing the Display (including, but not limited to, costs incurred for production and installation of the replacement display), and to apply the balance thereof to satisfaction of any amounts which may then be due to Lamar from Advertiser or Advertising Agency under this contract.
11. Advertiser or Advertising Agency shall indemnify and save harmless Lamar against any liability to which Lamar may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions.
12. Lamar will not be deemed to be in default with respect to its performance of or compliance with any of the terms or conditions of this advertising display contract if the failure to perform or comply is due to any act of God, armed conflict, riots, civil commotion, sabotage, vandalism, strikes or lockouts or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of Lamar.
13. This contract is not assignable by the Advertiser or Advertising Agency.
14. Any bill rendered to the Advertiser or Advertising Agency shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser or Advertising Agency within thirty (30) days after billing.
15. Advertiser and Advertising Agency, if any, are jointly and severally responsible for payment under this contract. This contract contains the entire agreement between parties, and no representation or promise not set forth herein shall affect the obligations of the parties hereunder.
16. The Advertising Agency, if any, represents and warrants that it is authorized to execute this contract on behalf of the Advertiser and to legally bind the Advertiser to the payment and performance of the obligations provided in this contract.
17. Advertiser and Advertising Agency agree that Lamar makes no express or implied promise or commitment that Display will be posted on any specific unit or that Display will be posted on a unit that travels on any specific route.
18. Advertiser warrants that all approved designs to not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter, including but not limited to any claims for false or misleading advertising, of any copy displayed pursuant to this contract.

Customer Signature _____

Contract Number 2583107

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: 06/22/2016

- (a) Purpose of Request: To accept the 2015 Annual Report for Warren County Health Services
- (b) Details: This report is required annually by NYDOH and must be accepted by Board Resolution
- (c) Previous Resolution Number: R383/2015

Warren County Board of Supervisors

RESOLUTION NO. 383 OF 2015

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

APPROVING WARREN COUNTY HEALTH SERVICES AGENCY EVALUATION OF SERVICES AND ANNUAL REPORT FOR 2014 FOR THE DIVISION OF HOME CARE AND THE DIVISION OF PUBLIC HEALTH

WHEREAS, the Director of Public Health/Patient Services of the Warren County Health Services Department has submitted an annual evaluation of Services and Annual Report for 2014 for the Division of Home Care and the Division of Public Health to the Warren County Board of Supervisors for approval, now, therefore, be it

RESOLVED, that the Warren County Health Services Evaluation of Services and Annual Report for the year 2014, as presented to the Warren County Board of Supervisors be, and hereby is, accepted and approved and a copy of same is on file with the Clerk of the Board of Supervisors.