

Warren County Health Services

Health, Human and Social Services Committee

AGENDA FOR

July 24, 2017

Information Submitted By: Patricia Auer, DPH/DPS

Health and Human Services Committee Members: Frasier, MacDonald, Vanselow, Montesi, Braymer, McDevitt, Leggett

- I. **Committee meeting called to order by Chairperson**
Motion to approve minutes of the June 20, 2017 Health Services Committee meeting

- II. **Action Agenda/New Business**
 - Request Resolution:**
For Budget Transfer. Please see **Attachment #5.**
 - Request Resolution:**
To amend the 2017 Warren County Budget. Please see **Attachment #6.**
Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the need for the above two resolution requests.

Request Resolution:
To authorize a contract agreement with Wendy Marciariello, RPT to provide Physical Therapy services.
Rationale:
Physical Therapy services are reimbursable.

Request Resolution:
To authorize a contract agreement with Michael Fish, RPH to provide pharmacy consultant services as required by New York State Department of Health for an amount not to exceed \$325.00 annually in a form approved by the County Attorney. The contract would terminate with 30 days written notice by either party.
Rationale:
Royal Care Pharmacy used to provide these services when the County operated Westmount, but since that is no longer the case, Royal Care is no longer interested since it is such a small amount of business. We utilize the pharmacist to annually inspect how we store our pharmaceuticals (vaccines) and also to be available in the event consultation is needed for any Emergency Preparedness issues. When we are surveyed by the state we need to show evidence that a plan is in place and the tasks are documented as completed.

Request Resolution:

To authorize a contract agreement with Warren County Head Start to provide 1:1 aide services for specifically identified special needs preschool children at New York State Education Department approved rates.

Rationale:

Warren County Head Start would hire and be responsible for the aide. The county would only be charged on days the child is actually in attendance. There would be no transportation cost involved. This is an opportunity to provide for a child to receive services in the least restrictive environment, and would be much more cost effective for the county than paying for a tuition based program. The cost of the aid would be 59.5% reimbursed. At this time there is only one child who is under consideration for this plan, but as long as we are doing the contract we would like to establish it so we will be prepared for the future.

Request Resolution:

To amend the contract with Delta Health Technologies to allow for the migration of Patient Information Data from Encore (our current Electronic Medical Record System) to Crescendo and preserve Warren County Health Services' investment in its Encore perpetual license.

Rationale:

This is a necessary technology update in order to preserve our current Electronic Medical Record system which was established in 2008. The cost will be approximately \$39,910.00, and we have funding available through the use of our DSRIP (Delivery Reform Incentive Payment) funds which we have received through Adirondack Health Institute (AHI). Tammie DeLorenzo, Clinical and Fiscal Informatics Coordinator will be present at the meeting to explain the situation in more detail and answer any questions the committee may have.

- III. **Referral/Pending Items**
There are no pending items.
- IV. **Information for Discussion/Review**

Report of Expenditures, Revenues, Overtime and Per Diem Use for 2017. Please see **Attachment #2.**

Revenue and Expense Comparison Report for 2016 vs 2017: Please see **Attachment #3.** Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

Emergency Response and Preparedness:

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

Status of Referrals: Please see **Attachment #4** for the detailed report.

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

Staffing Update:

We still have open nursing positions and continue recruitment efforts.

Rabies Program Report:

Our new plan for managing animal bites continues to go well.

Parvassan Virus

Recently, there have been several cases of this tick borne virus in the news. Although at the present time we have no confirmed cases in Warren County, Ginelle Jones, Assistant Director of Public Health, will provide brief information for the committee.

Vehicle Wrap

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

V. 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
- #3** Revenue and Expense Comparison Report for 2016 vs 2017
- #4** Report of Referrals Status
- #5** Budget Transfer Request
- #6** Budget Amendment Request

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2017 AS OF 7/18/2017 11:53:11 AM

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

CODE(S): 4010, 4013, 4016, 4054, 4190, 4018, 4189

EXPENSES	2017 BUDGETED	2017 YTD ACTUAL	2016 Prior Year Totals
Salaries - Regular	\$2,613,454.00	\$1,178,225.27	\$2,464,774.00
Salaries - Overtime	\$133,537.00	\$53,819.10	\$108,802.81
Salaries - Part Time	\$444,001.00	\$222,420.33	\$347,831.73
100's PERSONAL SERVICES	\$3,190,992.00	\$1,454,464.70	\$2,921,408.54
200's EQUIPMENT	\$95,075.00	\$37,682.40	\$86,078.01
400's CONTRACTUAL	\$6,138,788.97	\$2,206,508.49	\$5,773,955.20
800's EMPLOYEE BENEFITS	\$1,598,252.00	\$817,083.31	\$1,516,728.00
TOTALS	\$11,021,107.97	\$4,515,718.90	\$10,298,169.75

REVENUES	2017 BUDGETED	2017 YTD ACTUAL	2016 Prior Year Totals
	\$8,838,159.00	\$2,175,964.00	\$7,996,698.56

Note: We are in the process of closing the billing for the month of June 2017 for the Home Health Agency (CHHA) and the MCH Program. We have also accrued the following grant revenues for the 2nd quarter for the year: Children with Special Healthcare Needs (CSHCN) \$4,177, Early Intervention \$7,051 and for June the WIC Grant for \$32,183.

Warren County Health Services

Salaries Comparison

2016 vs 2017

as of 7/9/17 Payroll

Total of All Depts	YTD	YTD	YTD 16v17	% Change	Total Budget	Total Actual
	2017	2016			2017	2016
Regular Salaries	\$1,178,225.27	\$1,350,865.85	-\$172,640.58	-12.78%	\$2,613,454.00	\$2,464,774.00
Overtime Salaries	\$53,819.10	\$55,468.43	-\$1,649.33	-2.97%	\$133,537.00	\$108,802.81
Part Time Salaries	\$222,420.33	\$170,407.84	\$52,012.49	30.52%	\$444,001.00	\$347,831.73
TOTALS	\$1,454,464.70	\$1,576,742.12	-\$122,277.42	-7.76%	\$3,190,992.00	\$2,921,408.54
% current YTD Salary to Total Budget	45.58%	53.97%				

*Source: Detail G/L report for all Salary Category from 1/1/XX-7/9/XX

Overall, total salaries are \$122,277.42 less than total 2016 Salaries. We continue to utilize per diem staffing as much as possible, due to staffing shortages in nursing to cover referrals therefore increasing the Part time salary category and reducing the Full time and Overtime salary categories showing overall a 7.76% reduction in salary from 2016. Also to keep in mind, we no longer have the Long Term Care program or the Ebola Grant which effected both Full time and Part time categories. These costs totalled \$34,015.03 overall in 2016.

ATTACHMENT #2

**Revenue and Expense Comparison 2017 vs 2016
as of 7/24/17 meeting**

	2017 YTD Actual as of 7/18/17 G/L	2016 YTD as of 7/18/16 G/L	Variance
EXPENSES			
Salaries - Regular	\$1,178,225.27	\$1,350,865.85	(\$172,640.58)
Salaries - Overtime	\$53,819.10	\$55,468.43	(\$1,649.33)
Salaries - Part Time	\$222,420.33	\$170,407.84	\$52,012.49
100's PERSONAL SERVICES	\$1,454,464.70	\$1,576,742.12	(\$122,277.42)
200's EQUIPMENT	\$37,662.40	\$2,340.52	\$35,321.88
400's CONTRACTUAL	\$2,206,508.49	\$2,516,259.54	(\$309,751.05)
800's EMPLOYEE BENEFITS	\$817,083.31	\$871,978.28	(\$54,894.97)
TOTALS	\$4,515,718.90	\$4,967,320.46	(\$451,601.56)

	2017 YTD ACTUAL	2016 Prior Year to Date Totals
REVENUES	\$2,175,964.00	\$2,327,181.65
		(\$151,217.65)

Note: 2016 reflects General Ledger as of 7/18/16

Notes:

Salaries: (please see previous page) Overall are \$122,277.42 or 7.76% below 2016 as of the 7/9/17 payroll date. Full time and overtime salaries are below 2016 YTD salaries while Part time salaries are above 2016. This correlates with the per diem staff that continue to be utilized to assist in nursing shortage coverage. Overall, 2017 salaries are 45.58% of budget while this time last year we were at 53.97% of budget for total salaries.

Equipment: Reflects the purchase of 2 vehicles in 2017.

Contractual expenses: Expenses for 2017 are below 2016 by \$309,751.05 primarily related to both the Preschool and Homecare programs. Due to timing of vouchers, the Preschool program is behind by \$236,131 from last year while the Homecare program is down in down, contractual expenses related to therapies.

Employee Benefits:

Employee benefits are below last year by \$54,894.97 and correlates with the nursing position shortages that we have experienced and in hiring per diem employees.

Revenues:

Revenues at this time reflect January through May Revenues for both years.

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

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	102	120	123	85	106	101	104
SN IV eval	9	6	12	8	10	10	4	10	4	13	7	11
PRI	4	6	1	7	6	3	6	2	5	10	3	1
UASNY	19	11	11	17	13	9	13	12	9	7	12	14
SN Evals per month	134	134	123	138	133	124	143	147	103	136	123	130
PT Evals	76	76	62	66	68	77	69	82	69	67	71	65
PT only	25	26	19	23	18	20	20	27	16	26	21	27
Total Evals per month	159	160	142	161	151	144	163	174	119	162	144	157

Difference	-12%	-1%	-23%	-7%	-13%	-7%	-10%	7%	-24%	5%	-1%	5%
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CATEGORY	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017
SN eval	97	109	124	94	109	86						
SN IV eval	7	6	14	4	3	8						
PRI	3	2	3	4	3	0						
UASNY	16	10	10	12	12	12						
SN Evals per month	123	127	151	114	127	106	0	0	0	0	0	0
PT Evals	78	47	71	57	64	59						
PT only	27	9	18	16	18	19						
Total Evals per month	150	136	169	130	145	125	0	0	0	0	0	0

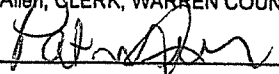
Difference	-6%	-15%	19%	-19%	-4%	-13%						
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Attachment # 4

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

SIGNED: 

DATE: July 24, 2017

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1.	A.4018.0020.110	Family Health-Full time Salaries	A.4018.0020.130	Family Health -Part Time Salaries	\$11,268.00
2.	A.4189.130	Bioterrorism-Part Time Salaries	A.4189.220	Bioterrorism-Office Equipment	\$1,210.00
	A.4189.130	Bioterrorism-Part Time Salaries	A.4189.260	Bioterrorism-Other Equipment	\$1,770.00
	A.4189.130	Bioterrorism-Part Time Salaries	A.4189.410	Bioterrorism-Office Supply Expense	\$2,368.00
	A.4189.130	Bioterrorism-Part Time Salaries	A.4189.422	Bioterrorism-Maintenance on Equipment	\$130.00
	A.4189.130	Bioterrorism-Part Time Salaries	A.4189.810	Bioterrorism-Retirement Expense	\$662.00
Total Transfers					\$17,408.00

1. To transfer funds for a per diem RPN staff person who works with the Maternal Child Program within the Family Health Program.
2. To transfer funds to purchase items needed for BT grant. Fully funded and approved. Funds moved from Part time salaries (\$5,140) due to a vacancy since March 2017.

CONTINGENT FUND TRANSFER REQUESTS

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

Please state reason for transfer request:

Total

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

RESOLUTION REQUEST FORM NO. 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 Program

DATE: July 24, 2017

Purpose of Amendment: To amend the 2017 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 (\$1,422).

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 \$1,422.00

Revenue Code (with title), and Amount:
A.4018.0030.3407 Disease Program-Public Health Revenue \$1,422.00

ATTACHMENT #6

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-Family Health Program-CSHCN Grant

DATE: July 24, 2017

(a) **Purpose of Amendment:** To amend the 2017 budget to adjust the Family Health Program to reflect the additional funds given for the 16-17 grant for the CSHCN (Children with Special Health Care Needs) Grant in the amount of \$622.00.

(b) **Appropriation Code (with title), Object Code (with title) and Amount:**
A.4018.0020.410 Family Health –Office Supplies \$622.00

Revenue Code (with title), and Amount:
**A.4018.0020.4452 Family Health–Children With Special Health Care Needs
Revenue \$622.00**

ATTACHMENT #6A

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 07/24/2017

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement with Wendy Maciariello to provide physical therapy services
- (c) Name of Contractor: Wendy Maciariello
- (d) Address of Contractor: 38 James Street, Warrensburg, NY 12885-1230
- (e) Contractor's Contact Person and Telephone Number: Wendy Maciariello, (518)932-7271
- (f) Has or will the Contract be provided, if so, please attach: Use therapy model
- (g) Commencement Date of Contract: 08/21/2017
- (h) Termination Date of Contract: thirty day's written notice by either party
- (i) Payment Provisions: Per attached fee schedule paid upon receipt of required documentation for each individual visit
 - i) lump sum amount -
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. paid bimonthly)
- (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. 4010.470 Health Services Contract

- 10 AM
7/14/17

Wendy A. Maciariello

w_maciariello@yahoo.com

Carmel By The Sea, CA 93921

(518) 932-7271

PROFESSIONAL SUMMARY A Physical Therapist with experience in multiple settings looking for per diem or part time opportunities.

EDUCATION

Nazareth College of Rochester: B.S in Allied Health Sciences 5/2000

Nazareth College of Rochester: M.S in Physical Therapy 5/2001

Simmons College Boston: Doctorate of Physical Therapy 5/2007

LICENSES

NY State Certification as a Physical Therapist, License #023111 (8/22/01)

VA State Certification as a Physical Therapist, License #2305203157 (1/05/02)

MD State Certification as a Physical Therapist, License # 20529 (3/02)

DC Certification as a Physical Therapist, License # PT870377 (7/04)

CA Certification as a Physical Therapist, License # 35626 Current

AZ Certification as a Physical Therapist, License #11718PT Current

PROFESSIONAL EXPERIENCE

Optimum Balance and Rehabilitation

Part-time Independent Contract PT in a Vestibular and balance specialized clinic: Monterey, CA (1/16-current)

Advanced Med Travel Company

Kindred Pacific Coast Transitional Care Center: Salinas, CA (10/15-1/16)

Elite Home Health

Home Care PT for a wound care company looking to expand the rehabilitation division:
Phoenix, AZ 8/15-10/15)

University Care Center Skilled Nursing Facility

Senior Therapist: San Diego, CA (7/4/2011-current)

Hallmark Rehabilitation/ Windsor Garden Subacute and Rehabilitation Center

Director of Rehabilitation/Staff Therapist: San Diego, CA (10/09-7/4/2011)

Gentiva Home Health Care

Staff Physical Therapist, Saratoga NY and San Diego, CA (5/08- 5/09)

Performance Physical Therapy of Saratoga PLLC,

Owner Sports Medicine, Outpatient Orthopedics: Saratoga, NY (1/08-5/09)

Saratoga Hospital

Acute Care, Short-term Rehabilitation, SNF, Long-term Care, Outpatient Therapy: Saratoga, NY (5/06-5/09)

Seton Health/St. Mary's Hospital

Outpatient Orthopedic, Sports Medicine, Aquatic Therapy, Vestibular Rehabilitation, Industrial Rehabilitation (FCEs/PWS/FJA): Albany, NY (5/05-5/09).

Nova Pain and Rehabilitation Center,

Outpatient Orthopedic/Sports Medicine: Director of Rehabilitation: Arlington, VA (6/03- 5/05)

Sunspectrum Matrix Rehabilitation, Outpatient Orthopedic/Vestibular Rehabilitation: Chevy Chase, MD (4/02-6/03)

Rehab at Work, Outpatient Orthopedic/Aquatic Therapy/Industrial Rehab/Work Hardening/Work Conditioning (Per Diem): Rockville, MD (4/02-8/02)

Layhill Center (Genesis), Sub-Acute Rehabilitation/Long Term Care (Temporary Assignment): Silver Spring, MD (3/02-4/02)

Asbury Center at Birdmont Genesis, Sub-acute Rehabilitation/LTC (Temporary Travel Assignment): Wytheville, VA (1/02-3/02)

Monroe Community Hospital, Sub-Acute Rehabilitation/LTC (Temporary Position): Rochester, NY (5/01-10/01)

CONTINUED EDUCATION

Isernhagen Work Systems Training, Troy, NY (1/06)

Pilates Mat Certification, Charleston, SC (12/04),

Essentials of Orthopedic Care, Boston, MA (4/04)

Sports Sciences Symposium, Las Vegas, NV (3/04)

Hollistic Approach to Treatment of the Foot/Ankle, Towson, MD (8/03)

Myofascial Release Unwinding, Baltimore, MD (10/02)

NDT: Neurodevelopmental Treatment Techniques, Rochester, NY (7/01)

CERTIFICATIONS

Isernhagen Work Systems: FCE Functional Capacity Evaluations, FJA Functional Job Analysis, PWS Prework Screening

Certified Pilates Instructor

American Red Cross: Emergency Response Training, Life Guard Certified, CPR, Standard First Aid (current)

FIM Certified (Functional Independence Measures)

REFERENCES

Available Upon Request



159 East County Line Road • Hatboro, PA 19040-1218
1-800-982-9491 • Fax 1-800-739-8818 • www.hpso.com

07/14/17

Wendy A Maciariello
38 James St
Warrensburg, NY 12885-1230

Dear Wendy A Maciariello:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a division of Affinity Insurance Services, Inc.; in NY and NH, AIS Affinity Insurance Agency; in MN and OK, AIS Affinity Insurance Agency, Inc.; and in CA, AIS Affinity Insurance Agency, Inc. dba Aon Direct Insurance Administrators License #0795465.



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM



Print Date: 7/14/2017

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0651212581 from 07/17/17 to 07/17/18 at 12:01 AM Standard Time

Named Insured and Address: Wendy A Maciariello 38 James St Warrensburg, NY 12885-1230

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

Medical Specialty: Physical Therapist

Code: 80995

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

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

Table with 4 columns: Extension Name, Amount, Unit, and Aggregate Limit. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, and Information Privacy (HIPAA).

Workplace Liability

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

Total: \$ 100.00

Base Premium \$100.00

Premium reflects Employed , Part Time

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

Table listing various policy forms and endorsement codes such as G-121500-D, GSL10550NY, G-121503-C, etc.

Signature of Chairman of the Board

Signature of Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B31 (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

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

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

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

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

Named Insured: Wendy A Maciariello
Policy#: 0651212581

**WARREN COUNTY HEALTH SERVICES
THERAPY RATES**

Certified Home Health Agency

Evaluation Region 1	\$55.00
Revisit Region 1	\$53.00
Evaluation Region 2	\$75.00
Revisit Region 2	\$75.00
Meetings (for all services)	\$40.00

Early Intervention Services Only

Evaluation Region 1	\$50.00
Revisit Region 1	\$50.00
Evaluation Region 2	\$57.00
Revisit Region 2	\$57.00
Extended visit Region 1 & 2 (with IFSP approval)	\$70.00
Supplemental Evaluations Regions 1 & 2	\$117.00

Preschool CPSE/Approved IEP

Basic visit Region 1	\$53.00
Basic visit Region 2	\$60.00
Group visit per child Regions 1 & 2	\$44.00

Meetings (for all services) \$40.00

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 07/24/2017

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement with Michael Fish, R. PH. to serve as pharmacist consultant according to NYSDOH regulations
- (c) Name of Contractor: Michael Fish R. PH.
- (d) Address of Contractor: 46 Kings Road, Lake George, NY 12845
- (e) Contractor's Contact Person and Telephone Number: Michael Fish, (518)428-2712, email: mifish@yahoo.com
- (f) Has or will the Contract be provided, if so, please attach: No
- (g) Commencement Date of Contract: 08/21/2017
- (h) Termination Date of Contract: 30 days written notice by either party
- (i) Payment Provisions:
 - i) lump sum amount -
 - ii) hourly rate amount - \$65
 - iii) total amount not to exceed - \$325 annually
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. paid upon receipt of required report documentation)
- (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.4018.0040 Disease Program Consulting Fees

Auer, Pat

From: Jones, Ginelle
Sent: Monday, July 17, 2017 10:53 AM
To: Auer, Pat
Cc: mifish77@yahoo.com
Subject: Pharmacy Consult

Hi Pat,

Mike Fish has expressed interest in serving as a consult pharmacist. I have spoken with him and feel he would meet the needs of the agency.

His is agreeable with a \$65/ hr rate not to exceed \$325 or 5 hrs for consultation. We may want to leave it open ended with regard to providing a provision to also include "consult as needed at a rate of \$65" in case other related issues arise within the agency (i.e. Emergency Preparedness), to cover incidentals as he is available and willing to assist with. It would also be nice to have the contract automatically renew with the provision of termination be either party with 30 days' notice?

Mike has submitted a copy of his license, liability insurance, and resume, which I have forwarded for you review.

Please request a resolution at the July meeting if possible. I have copied Mike so he can add or clarify if needed.

Thank you in advance for your assistance.
Ginelle

From: Jones, Ginelle
Sent: Tuesday, June 27, 2017 8:51 AM
To: 'mike Fish'
Subject: Pharmacy Consult

Hi Mike,

Thanks for getting back to me. I am good with the hourly rate. Would suggest not to exceed \$325 or a total that is divisible by \$65?

Will need a resume, copy of license, copy of liability insurance to request resolution to enter contract. If possible to get it in at our July meeting, it would be helpful to have the info by 7/14.

Thank you for your interest and willingness to help out! Let me know if you have any questions or concerns.

Have a nice day!
Ginelle
w-761-6570
c-321-0150

From: mike Fish [<mailto:mifish77@yahoo.com>]
Sent: Monday, June 26, 2017 9:05 PM
To: Jones, Ginelle
Subject: Re: FW: Pharmacy Consult

Hi Ginelle,

I did have a chance to review the documents, and I would be interested in proceeding. The hourly rate I recommend would be \$65 per hour, not to exceed \$300 annually. I do have a copy of my liability insurance, which I can send along with the final contract, or before if necessary.

Please let me know how you would like to proceed.

Sincerely,

Mike Fish, R.Ph.

On Friday, June 23, 2017 08:31:13 AM EDT, Jones, Ginelle <jonessg@warrencountyny.gov> wrote:

Hi Mike,

I was wondering if you got the chance to review the documents yet and make a decision.

Please let me know when you get a chance.

Have a nice weekend!
Ginelle

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

From: Jones, Ginelle
Sent: Friday, June 16, 2017 3:08 PM
To: 'mifish77@yahoo.com'
Subject: Pharmacy Consult

Hi Mike,

It was nice talking to you! Thank you so much for agreeing to look into this opportunity.

Attached is a copy of a past contract and a copy of a consultation report.

Please contact me after you have had time to review the documents and let me know your thoughts.

Thank you for your consideration.

Have a nice weekend!
Ginelle
761-6580

MICHAEL FISH, R.PH.

46 Kings Rd Lake George, New York, 12845 518.428.2712 mifish77@yahoo.com

WORK EXPERIENCE

Hannaford Supermarket & Pharmacy, Schodack Landing , NY

- Responsible for the operation of 28 Hannaford Pharmacies in Upstate NY and Vermont
- Execution of all pharmacy clinical programs and immunization program
- Responsible for profitability and regulatory compliance in all 28 locations
- Responsible for attending NY and VT Board of Pharmacy meetings to ensure latest regulations and compliance matters are executed

Target Pharmacy, Queensbury, NY

Brooks Pharmacy, Bennington, VT

EDUCATION

Albany College of Pharmacy and Health Sciences, Albany, NY

Argyle CSD, Argyle, NY

ADDITIONAL SKILLS

- Directly responsible for each Hannaford Pharmacy following all clinical guidelines set forth by accrediting agencies, ACIP, and CDC in relation to the administration and storage of all clinical vaccines
- Attend regional and national conferences promoting the safe practice of pharmacy, including the delivery of immunization services
- Directly involved in new regulations in our operating states on new immunization guidelines, including the offering of new vaccines per state-specific guidelines
- Project Manager of Hannaford Pharmacy immunization program since inception of service, managing the delivery of immunization services to more than 10,000 customers annually
- Work directly with retail partners on execution of immunization services during the outbreak of influenza per Governor's Executive Order allowing reduction of age to administer vaccine
- Responsible for transporting clinical vaccines according to safe storage and handling technique per manufacturer guidelines, during store to store transfer or off-site flu/zoster/pneumonia clinic
- Project Manager for the full roll out of Medication Therapy Management to all 150+ Hannaford Pharmacy locations; leading the clinical setup and training to all pharmacists

To: Licensee/Registrant

- ◆ Please review the Registration Certificate below to be sure the information on it is correct.
- ◆ If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- ◆ If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- ◆ Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

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: I047862-1

Certificate Number: 9178529UPD



FISH MICHAEL E
46 KINGS RD
LAKE GEORGE

NY 12845-0000

is registered to practice in New York State through 09/30/2018 as a(n)
PHARMACIST

LICENSEE/REGISTRANT

Lawrence H. Molinaro
EXECUTIVE SECRETARY

Karyellen Elia
COMMISSIONER OF EDUCATION

Dale E. Hill
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	0246602103-8	From 10/18/16 to 10/18/17 at 12:01 AM Standard Time

Named Insured

Michael E Fish
46 Kings Rd
Lake George, NY 12845-6011

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-877-215-2499
www.hpso.com

Medical Specialty Code

Pharmacist 59112

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	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: \$141.00

Premium reflects 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

Thomas F. Motamed
Chairman of the Board

John M. White
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.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: 07/24/2017

- (a) Purpose of Contract Change: To amend the agreement with Delta Health Technologies
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: R 214/2008 (see attached)
- (c) Name of Contractor: Delta Health Technologies
- (d) Address of Contractor: 400 Lakemont Park Blvd., Altoona, PA 16602
- (e) Contractor's Contact Person and Telephone Number: Randy Stout, tel. (814)947-7902, email: Randy.Stout@deltahealthtech.com
- (f) Commencement Date of Amendment: 09/01/2017
- (g) Termination Date of Amendment: Per terms of agreement
- (h) Payment Provisions: Per terms of agreement
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount OR Capital Project OR Capital Reserve Project Number and Title and Amount:

A 4010.428 Health Services Data Processing Expense

Warren County Board of Supervisors

RESOLUTION NO. 214 OF 2008

Resolution introduced by Supervisors Stec, Belden, O'Connor, Bentley, Tessier, Champagne, VanNess, Kenny and Merlino

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

WHEREAS, the Purchasing Agent has advertised for Request for Proposals for a Point of Care Software System for the Warren County Health Services Department (WC 40-08), and

WHEREAS, the Director of Public Health/Patient Services has issued correspondence recommending award of the agreement to Delta Health Technologies, LLC, with the lowest responsible Proposal, now, therefore, be it

RESOLVED, that Warren County enter into an agreement with Delta Health Technologies, LLC, 400 Lakemont Park Boulevard, Altoona, Pennsylvania 16602, pursuant to the terms and provisions of the Specifications (WC 40-08) and Proposal, for a total cost of Five Hundred Forty Thousand Four Hundred Seventy-Five Dollars (\$540,475), for a term commencing on April 1, 2008 and terminating upon sixty (60) days notice by either party, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the agreement in the form approved by the County Attorney, and be it further

RESOLVED, that the funds for said agreement shall be expended from Capital Project No. H282.9550 280 - Point of Care.

EXHIBIT A
STANDARD ENCORE-TO-CRESCENDO MIGRATION AMENDMENT

ORDER FORM

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

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

Background. Delta has developed Crescendo™, a next-generation service that integrates patient information across home health, hospice and non-medical care-at-home (private duty.) The Crescendo Service is a subscription, web-based solution that will replace your current Delta product, Encore.

The purpose of this Order is to:

- a. Define the process for migrating Customer's data from Encore to Crescendo; and
- b. Preserve Customer's investment in its Encore perpetual license (as applicable)

As an incentive to Customer achieving live use on the Crescendo Service by September 30, 2018, Delta will honor the Crescendo pricing specified in Section 2 below for an initial 5-year subscription term. The pricing in Section 2 entitles Customer to process its data using the Crescendo Service at the same rates that Customer is paying for Encore support and hosting (if applicable) as of First Productive Use of Crescendo, subject to adjustments based on material changes to the Customer's Average Daily Patient Census.

Accordingly, the parties agree to migrate Customer from Encore to Crescendo, all as described below and in Attachment 1 to this Order Form.

1. Encore-to-Crescendo Migration.

a. Within ninety (90) days after the Effective Date of this Order Form, the parties will create a mutually agreed Statement of Work (SOW) for the implementation of the Crescendo Service and the eventual decommissioning of Customer's Encore system.

b. Commencing on First Productive Use of the Crescendo Service, Delta will continue to provide Support services for Encore, to include hosting services for hosted and Remote Server Management (RSM) customers, for an additional ninety (90) days. During that time, Customer will complete the migration of its active patient census, as desired, from Encore to the Crescendo Service.

c. Commencing on the 91st day after Customer achieves First Productive Use of the Crescendo Service, Delta's obligation to provide Encore application support to Customer shall terminate. Requests for Encore support extensions will be referred to the Delta Encore Account Manager for pricing and contracting. Otherwise, Encore support will be billed at Delta's then current out-of-warranty support rates.

d. **For hosted Encore customers only:** on the 91st day of First Productive Use of the Crescendo Service, Delta will a) download and transmit a copy of Customer's Encore data in an MDF and LDF file via either SFTP or portable media b) terminate Customer's access to the Customer-only Website and the associated product key. Upon the earlier of Customer's confirmed receipt of the MDF/LDF files or within 30 days of file transmission, Delta will terminate Customer's access to and remove their Encore application and the associated data from Delta's datacenter. Customers are encouraged to download and install a local copy of the Encore application and a SQL DB to which the MDF and LDF files can be

restored for archival and reference purposes. Requests for additional services such as assistance with setting up, installing and/or backing data up to a local copy of the Encore application; extended hosting services; support and/or clinical documentation file extraction and PDF conversion will be referred to the Delta Encore Account Manager for pricing and contracting.

2. Crescendo Services Term.

The Crescendo Services will be provided to Customer for a term of sixty (60) months, commencing on the earlier of First Productive Use of the Crescendo Services by Customer, or six (6) months after the Effective Date of this Order Form (the "Term"). The Term shall thereafter automatically renew for successive twenty-four (24) month periods unless a party provides written notice of non-renewal to the other party at least three (3) months prior to the expiration of the then-current Term.

Crescendo Services	Average Daily Patient Census	Monthly Services Fees and Additional Terms:	Payment Terms
<ul style="list-style-type: none"> • Crescendo Home Health <ul style="list-style-type: none"> ○ Medicare Electronic Billing and Remittance Part A ○ Medicaid Electronic (excludes waiver programs) ○ Commercial Paper Billing ○ Accounts Receivable, Plan of Treatment, Statistical Reporting, Staff and Service Management ○ Order Control System ○ Base Form Sets (SN, PT, OT, SLP, MSW) ○ Interdisciplinary Care Plans ○ OASIS assistance based on patient assessment ○ Chapter 3 Guidance and Delta OASIS-C ○ Best Practices Manual ○ OASIS Outcome Indicators ○ Clinical Form Creation ○ Scorable Assessments ○ Patient/Employee Electronic Signature Capture ○ Reporting Analytics • Crescendo Home Care • Crescendo Hospice • Crescendo Hosting • Crescendo Support 	200	\$7,234 Customer to pay the same rates that it pays for Encore support and hosting (if applicable), subject to adjustment per Section 2 below	Monthly in advance commencing on the earlier of First Productive Use or six months after the Effective Date of this Order Form.
Integration/Connectivity		Fee	Payment Terms
SHP Automated OASIS Export CAHP's Vendor Utility to SHP Telehealth Interface to HomMed	N/A	\$16 \$32 \$250	As incurred, monthly in arrears.

Third Party Software	Annual License Fees	Monthly Maintenance and Additional Terms:	Payment Terms
Medi-Span In-House Annual Subscription Medi-Span Mobile Annual Subscription	\$3,977	\$300	<i>License Fees:</i> <ul style="list-style-type: none"> • First year -- 25% on Order date and 75% on Delivery Date. • Commencing second year -- 100% of the annual fee on the anniversary date of this Order Form. <i>Maintenance Fees:</i> <ul style="list-style-type: none"> • Monthly in advance, commencing on the earlier of First Productive Use or six months after the Effective Date of this Order Form.
Professional Services	Fees	Additional Terms:	Payment Terms
Crescendo Implementation	\$36,910 Est.	Traveling and Living Expenses will be billed as incurred.	As incurred, monthly in arrears.

3. Payment Terms: Fees are payable as follows:

- Monthly Usage Fees:
 - Commences on First Productive Use Date or no later than six (6) months from the Effective Date and is due and payable monthly in advance.
- Third Party Software: 10% on Order date; 90% on Delivery Date.
- Professional Crescendo Services: As incurred, monthly in arrears. Customer to pay travel and living expenses.

4. Other Items

- a. Delta shall have the right to substitute any items provided under the Agreement with a functionally equivalent item, provided that Customer does not incur any additional fees resulting from the substitution.
- b. Use of the Crescendo application
- c. After the first anniversary of the Effective Date of this Order Form, the Monthly Service Fee is subject to increase once per year by an amount equal to the percentage increase in the U.S. Department of Labor, Consumer Price Index, All Urban Consumers, as compared to that same index one year earlier.
- d. Patient Census will be reviewed on a quarterly basis and Monthly Usage Fees will be adjusted accordingly. Care provider cannot go below the initial Tier during the Term of the contract.
- e. License usage for third party software will be reviewed on a quarterly basis and Third Party Software will be adjusted accordingly.
- f. Some vendors of third party products require that their terms and conditions may be subject to change over the course of this agreement, in which event Delta will provide notices of such changes. Said changes shall become effective on the date of posting such notice.
- g. If Customer does not achieve First Productive Use of the Crescendo Service by December 31, 2017, Delta's then-current rates shall apply during the initial 60-month term of the Crescendo Service.
- h. Renewals after the initial 60-month Crescendo Service term shall be at Delta's then-current rates.

5. **General.** As modified, the Agreement remains in full force and effect.

DELTA HEALTH TECHNOLOGIES, LLC

CUSTOMER: WARREN COUNTY HEALTH SERVICES

By: _____

By: _____

Print Name: Keith R. Crownover

Print Name: _____

Print Title: President & CEO

Print Title: _____

ATTACHMENT 1
HOSTED CRESCENDO SERVICES SOLUTION

1. SCOPE OF SERVICE

1.1 Service Description. The Crescendo Service provides (i) access to the functions listed in Exhibit A, Section 3, via a secure 128-bit encrypted web portal managed by Delta, (ii) management of the hosted software, including installation of updates, releases and versions; (iii) change management for third party content providers (e.g., updated medication databases, ICD codes, server OS, SQL Databases, and Citrix); (iv) daily real-time monitoring of key metrics for the operating system, SQL, and Citrix; and (v) implement regulatory changes that are provided for the Crescendo Service.

1.2 Technical Environments. The Crescendo Service entitles Customer to two technical environments: One production environment and one preview environment. The preview environment is to be used to preview, test and train staff on new Crescendo release content. The preview environment will not be specific to the customer's production database.

1.3 Permitted Use by Customer. For as long as Customer is current in its payment obligations to Delta, Customer is authorized to access and use the Crescendo Service solely to process data of the Entities listed in Exhibit A, Section 1. Customer may permit access and use of the Crescendo Service by an unlimited number of Users. "Users" are Customer employees and Contractors who are authorized by Customer to use the Crescendo Service. Authorization by Customer to access and use the Crescendo Service occurs when Customer issues log-in credentials to an employee or Consultant. Customer is responsible for the compliance with this Agreement by each Entity and each User. Customer shall not disassemble, decompile, or otherwise reverse-engineer any component of the Crescendo Service. If Delta incorporates the programs or content of any other suppliers in the Crescendo Service, those suppliers shall be entitled to the benefit of the obligations incurred by Customer in this Agreement. Customer shall not publish the results of any benchmark tests or similar tests that it performs on the Crescendo Service. All rights in the Crescendo Service that are not granted to Customer are reserved by Delta.

1.4 Licensed Content. When Licensed Content is provided, it is generally provided as a generic template or starter set of information. Some Licensed Content, such as CBSA codes, ICD codes, and clinical pathways, may be modified by Customer to fit its specific environment. Other Licensed Content, such as the Medi-Span Electronic Drug File and Drug Therapy Monitoring System may not be modified. Delta does not assume any responsibility for assuring that Licensed Content is complete, accurate or appropriate for a specific situation. This responsibility rests entirely with Customer. Customer is responsible for the clinical and financial validation and use of the Licensed Content and for maintaining the Licensed Content to keep it current. Where Delta supplies updates to Licensed Content to its customer base generally, Delta shall supply such updates to Customer.

2. DELIVERY OF CRESCENDO SERVICE

2.1 Delta Facilities. Delta will operate the Crescendo Services and maintain Customer's data at a SSAE 16/SOC2 certified data center located in the United States, in compliance with industry standards.

2.2 Customer Right to Inspect; Customer Responsibilities. During the Term, Customer has the right, upon reasonable advance written notice, to inspect any Delta facility where the Crescendo Services under the Agreement are being performed. Such inspection shall be at Customer's expense and shall occur no more than once in any twelve (12) month period. In no event will Delta be liable to Customer for interruption of Crescendo Service or for any other loss, cost or damage caused by or related to use of the data center facilities in violation of this Agreement by Customer, its Users, or Customer's third parties who are provided access to the facilities by Customer. Customer shall not take any action and shall not permit others to take any actions that cause the imposition of any lien or encumbrance on the data center. Customer shall be responsible for any damages that result from the violation of the above Customer responsibilities.

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

any other issue relating to the connection of the Crescendo Service except as expressly warranted in Section 7.1 of the base Agreement. Moreover, Delta will only warrant and support the Crescendo Service when used in compliance with the minimum specifications found in the current Crescendo Technical Requirements document.

2.4 Scheduled Maintenance. Scheduled maintenance of the Crescendo Service will occur during non-peak hours, between 3:00 AM and 5:00 AM Eastern Time Zone ("ET"). If scheduled maintenance requires a Crescendo Service interruption or outage, Delta will use all reasonable efforts to (i) provide Customer with at least three (3) business days' prior notice of such scheduled maintenance, and (ii) minimize any such interruption or outage.

2.5 Support. Customer shall implement a centralized first-tier support process to field calls from Users of the Crescendo Service and will only escalate to Delta those cases in which the Crescendo Service is not operating as warranted by Delta. Customer is responsible for on-site support, including, but not limited to, local network, VPN and client issues. Before opening support cases, Customer's first-tier support group shall:

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

2.6 Customer's first-tier support group must also be empowered and able to coordinate activities as needed to achieve resolution, for example: the right and authority to contact Customer's interface vendor to address issues with the data feeds, and Customer's network team to address networking issues and/or desktop support team.

2.7 Hosting support is available between the hours of 8:00 AM to 5:00 PM in Customer's time zone. Hosting support between the hours of 5:01 PM to 7:59 AM in the Customer's time zone is available by calling Delta's after-hours support line.

2.8 Hosting Support Service Level Definitions. Delta prioritizes tickets as follows:

Issue	Service Level	Goal
<i>Urgent</i> Issues that have a critical impact on the Agency's business/operations. Examples include: a total outage, the majority of clinicians are unable to document or Customer is unable to complete a critical, time sensitive billing function like an End-of-Period close, etc.	1	Begin work on issue within 1 hour. Delta will work continuously and diligently until the reported item no longer qualifies under Level 1.
<i>Priority</i> Issues that affect a majority of users. Examples include: issues affecting individual users, admission status changes for late document additions, billing error(s) that restricts a primary payer claim(s) from being produced, etc.	2	Begin work on issue within 24 hours.
<i>Routine</i> Issues of a less critical, although important nature. These incidents may have an impact on processing, but an appropriate workaround exists. Examples of SL3 issues would include enhancement/change requests or problems where a suitable alternate process/workflow exists	3	Begin work on issue within five (5) business days.

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

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

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

- a. Two (2) hour window once per week for Crescendo Service maintenance and optimization, between the hours of 3:00 AM and 5:00 AM EST.
- b. Two (2) hour window twice per month for security and infrastructure patching (preview environment, then production environment), between the hours of 3:00 AM and 5:00 AM ET.
- c. Crescendo Service interruptions for documented emergency fixes supplied by software/hardware vendor.

Backups and Contingency Plan. In the event of minor failures within our production data center, we have designed full redundancy in all infrastructure including firewalls, switches, Storage and host servers which allow for continuous uptime in the event of a hardware issue. We use technologies such as VMWare to allow for seamless virtual server management during hardware outages so we are able to maintain acceptable uptime; and Veeam, a Disk Imaging backup solution which allows for quick restoration of VM's in our Production environment as well as a replicated copy of these VM's which are located in our Disaster Recovery (DR) location. Additionally, Delta Health Technologies ensures High Availability of the SQL Server databases using SQL Clustering. These databases are then mirrored to an SSAE-16/SOC2 certified Disaster Recovery datacenter located in the US. In the event of a physical location disaster we use VMWare's Site Recovery Manager (SRM) to allow for quick recovery of production systems into our "warm" Disaster Recovery Datacenter.

3. WARRANTIES AND LIABILITY.

3.1 During the Term, the Service shall operate substantially in accordance with its Documentation. The remedy for Delta's breach of any provision of this Agreement shall be repair, re-performance or replacement by Delta. In the event that such breach cannot be remedied by repair, re-performance or replacement by Delta, or where a repair, re-performance or replacement remedy is not applicable, then Delta shall be liable for direct damages in the aggregate up to the monthly fees for the Crescendo Services) underlying the claim paid by Customer during the six (6) month period preceding the breach. Any sums paid under the Intellectual Property Indemnification Section shall not be subject to the limits of this Section. Neither party be liable in any event for indirect, incidental, exemplary, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Delta shall not be liable for claims to the extent caused by anyone other than Delta or its subcontractors.

3.2 This Section 3 states the exclusive remedy for any cause whatsoever against Delta, regardless of the form of action, whether based in contract, tort or any other theory of law. The parties to this Agreement have each agreed to the fees and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. This Section replaces the corresponding limitation of remedies or limitation of liability provision in the Agreement.

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: 07/24/2017

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To authorize a contract agreement 1:1 aid services for specific children with disabilities in the Head Start program in a form approved by the County Attorney
- (c) Name of Contractor: Warren County Head Start
- (d) Address of Contractor: 11 Pearl Street, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Sarah Matte, tel. 798-7555 ext. 216, email: dmhc@wchsny.org
- (f) Has or will the Contract be provided, if so, please attach: sample contract
- (g) Commencement Date of Contract: 08/21/2017
- (h) Termination Date of Contract: 30 days written termination by either party
- (i) Payment Provisions: paid upon receipt of voucher and attendance record for child at New York State Department Approved Rates
 - i) lump sum amount -
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. **monthly**, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:

A 4054.444 Preschool Program expense education

Client#: 1039587

WARRECOU4

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2017

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

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


PRODUCER USI Insurance Svcs, LLC Sm CL 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME: Steven Sawm
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS: Steve.sawm@usi.com
INSURED Warren County Head Start, Inc. 11 Pearl Street Glens Falls, NY 12801	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Insuranc
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1583376	12/01/2016	12/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1583376	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER Warren County Health Services 1340 State Route 9 Municipal Center Lake George, NY 12845	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

WARREN COUNTY PUBLIC HEALTH AND WARREN COUNTY HEAD START COLLABORATION
 July 18, 2017

	Sept. - Dec. 2017	Jan - June 2018
HOURLY SALARY	9.70	10.40
FICA @ .0765	0.74	0.80
TOTAL SALARY PER HOUR	\$10.44	\$11.20
TOTAL SALARY 1/2 HOUR INCREMENT	\$5.22	\$5.60



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133230609
WARREN COUNTY HEAD START INC
% ANNINE OGDEN
11 PEARL ST
GLENS FALLS NY 12801



Scan to Validate

POLICYHOLDER WARREN COUNTY HEAD START INC % ANNINE OGDEN 11 PEARL ST GLENS FALLS NY 12801		CERTIFICATE HOLDER WARREN COUNTY HEAD START, INC 11 PEAL STREET GLENS FALLS NY 12801	
POLICY NUMBER A1340 727-5	CERTIFICATE NUMBER 81616	POLICY PERIOD 12/01/2016 TO 12/01/2017	DATE 1/30/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1340 727-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 335605873

AGREEMENT FOR PROVIDER SERVICES

THIS AGREEMENT is entered into as of this 1st day of July, 2017 by and between the COUNTY OF WASHINGTON, a municipal corporation, hereinafter referred to as the "COUNTY," acting by and through Washington County Public Health Service, with principal offices at 415 Lower Main Street, Hudson Falls, New York; and WASHINGTON COUNTY EOC HEAD START/EARLY HEAD START AND CHILD CARE PROGRAMS, with principal offices at 18 River Street, Hudson Falls, NY 12839, hereinafter referred to as "PROVIDER."

The term "Provider" as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of a corporation or other entity, or, in the case of an individual, the signatory to this Agreement which is providing goods or services under this agreement.

In the case of a conflict between this agreement and the schedules attached thereto, the language contained in the schedules will govern.

WITNESSETH:

WHEREAS, 'BOARD' shall mean:

- 1) a board of education as defined in section two of the New York State Education Law; or
- 2) trustees of a common school district as defined in section 1601 of the New York State Education Law; and

WHEREAS, the 'COMMISSIONER' shall mean the Commissioner of Education of the State of New York; and

WHEREAS, the 'PROVIDER' warrants that it can meet the needs of children with special needs placed on its caseload under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the **COMMISSIONER**, and shall comply with all applicable federal, state and local laws.

WHEREAS, the PROVIDER has been approved by the **COMMISSIONER** to provide related services in accordance with Section 4410 of the New York State Education Law and Part 200 of the Regulations of the **COMMISSIONER** and approved by the **COUNTY** to provide related services in accordance with Section 4410 of the New York State Education Law.

WHEREAS, Section 4410 of the New York State Education Law requires a contract between the **COUNTY** and the **PROVIDER** of the approved related service selected by the **BOARD**.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. PROVIDER agrees to perform the services identified in **Schedule A** (the "Services"), which is attached to and is part of this Agreement. PROVIDER agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by PROVIDER that the COUNTY will not compensate PROVIDER for any services not within the scope of Services as specifically identified in Schedule A without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the Chairman of the Board of Supervisors of the COUNTY after consultation with the COUNTY Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

2. PROVIDER agrees to perform the services beginning July 1, 2017 and remaining in effect until terminated at any time by either party upon thirty (30) days advance written notice to the other party. The COUNTY may, by written notice to PROVIDER effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY'S convenience, (2) upon the failure of PROVIDER to comply with any of the terms or conditions of this agreement, or (3) upon the PROVIDER becoming insolvent or bankrupt.

If owing to the actions or neglect of the COUNTY, PROVIDER is prevented from completing the Services within the term as aforesaid, PROVIDER's sole and exclusive remedy is to request that a Change Order or an Addendum to this Agreement be issued by the COUNTY permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based on written notice only, delivered to the Department Head promptly, but in no event later than thirty days after the initial occurrence of the event giving rise to such claim and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order or Addendum to this Agreement signed by the Chairman of the Board of Supervisors or the COUNTY. In no event shall the COUNTY be liable to PROVIDER, or its subcontractors, agents, or assignees, or any other person or entity for damages arising out of or resulting from any such delays.

3. For satisfactory performance of the Services or as such Services may be modified by mutual written agreement, the COUNTY agrees to compensate PROVIDER in accordance with the fees and expenses as stated in **Schedule B** which is attached to, and is part of this Agreement. PROVIDER shall submit to the COUNTY information regarding treatment provided to each patient for Services rendered, or as otherwise set forth in **Schedule B**, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due PROVIDER within sixty (60) days after receipt of by the COUNTY of a COUNTY voucher, and will notify PROVIDER in writing of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by PROVIDER.

4. All notices and communications sent to the parties which are required by this Agreement or sent by virtue of this Agreement, shall be sent to the following address:

County of Washington: Roger A. Wickes, Esq.
Washington County Attorney
383 Broadway, Bldg. B.
Fort Edward, NY 12828

PROVIDER: Washington County EOC Head Start/
Early Head Start & Child Care Programs
18 River Street
Hudson Falls, NY 1283

5. The parties agree that the following attachments are incorporated in, and made a part of, this agreement:

- SCHEDULE A: Scope of Services
- SCHEDULE B: Compensation
- SCHEDULE C: Standard Assurances

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF WASHINGTON

PROVIDER: Washington County EOC Head Start/
Early Head Start & Child Care Programs

By: Robert A. Henke
Chairman, Board of Supervisors

NAME:
TITLE:

APPROVED AS TO FORM

COUNTY ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2017, before me personally came Robert A. Henke, to me known, who being by me duly sworn, did depose and say that he resides in Argyle, New York: that he is Chairman of the Washington County Board of Supervisors and that he executed the foregoing Agreement for and on behalf of the County of Washington By virtue of the authority vested in him as Chairman of the Board of Supervisors and by and pursuant to a resolution of the Washington County Board of Supervisors.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 2017, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**SCHEDULE A
SCOPE OF SERVICES**

In order to make available those services to children with special needs placed under Section 4410 of the New York State Education Law as determined by the **BOARD**, the parties hereto mutually agree as follows:

- 3) The **PROVIDER** shall provide appropriate services as listed on the Individualized Education Plan (IEP) for children with special needs placed by the **BOARD**. Said services shall be provided at the site as determined by the **BOARD** in the case of children placed pursuant to Section 4410. The school year is hereby defined as a July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The **PROVIDER** shall provide such services for that part of the school year for which children are placed by the **BOARD** in the case of children placed pursuant to Section 4410.
- 4) All financial arrangements for said services under this contract shall be between the **COUNTY** and the **PROVIDER** in accordance with the provisions of paragraph 3 of this contract. The **PROVIDER** shall be responsible for the delivery of said services.
- 5) The **COUNTY**, in accordance with the provisions of this contract, shall reimburse the **PROVIDER** for the contracted services as follows:
 - A) The **COUNTY** shall pay to the **PROVIDER**, and the **PROVIDER** agrees to accept as full payment for the professional services furnished under the agreement as Inclusion Aides, who work one on one with children requiring specific intervention to help them reach their IEP goals, at a reimbursement rate attached hereto as **SCHEDULE B**.
 - B) The **COUNTY** shall reimburse the **PROVIDER** monthly for services rendered under the terms of this contract upon receipt of vouchers from the said **PROVIDER**. No payment shall be required to be made by the **COUNTY** prior to the receipt of Notification of Determination of Placement by the **BOARD** for services rendered pursuant to Section 4410 of the Education Law. The **COUNTY** shall pay for the services provided pursuant to such Notification commencing with the date of enrollment prescribed therein.
 - C) Payment will be by the voucher system provided by the **COUNTY** to the vendor. Claims for payment shall identify and allocate costs for services rendered in such a manner as prescribed the **COUNTY**. Claims will be reviewed on a monthly basis and processed for payment for the Treasurer's Office. Such payments will be issued in a timely manner.
 - D) No parent or any other person shall be required or requested to make any payment in addition to the payments made by the **COUNTY** pursuant to this contract.

- E) It is the responsibility of the **PROVIDER** to confirm the child's attendance at the program site, ie. home/daycare, prior to traveling to the site for the provision of the service. No payment will be made for absentees. No payment will be made for services except as provided in accordance with the educational plan of the child.
- 4) A) The **PROVIDER** shall submit to the **COUNTY**, along with the monthly vouchers required under Paragraph A of this section, the following information for all **COUNTY** children on a form prescribed by the **COUNTY**, in accordance with Section 368-e of the New York State Social Services Law.
- a) Name and date of birth of the child.
 - b) Dates the child received a health related support service, ie. Physical Therapy, Speech Therapy, Occupational Therapy and/or Counseling and transportation if applicable.
 - c) The original signature of the **PROVIDER** attesting to the accuracy of the information provided, that the health related support services were delivered in accordance with all applicable Federal and State laws, rules and regulations pertaining to Medicaid and that the required supporting documentation, as defined in Paragraph 3 of this addendum.
- B) The **PROVIDER** shall submit to the **COUNTY** with the monthly vouchers required under Paragraph 1 of this addendum the following information:
- a) Daily therapy progress notes as defined below: "Therapy progress notes" are defined as health records which provide recipient information (name, sex, age, etc.), conditions or reasons for which care is provided, nature and extent of services provided, type of services ordered or recommended for the recipient to be provided by another practitioner or facility, the dates of service provided and ordered, a description of the ongoing recipient progress and status and the name of the service provider with a certification by that person that the services were actually delivered for each unit of service.
 - b) Service **PROVIDER** attendance sheets.
 - c) The **PROVIDER** will keep at its work place all documentation supporting the information it has submitted on the form, as described in Paragraph B of this section to the **COUNTY**. Supporting documentation shall be in accordance with Section 368-e the Social Services Law and all other Federal and State requirements pertaining to the retention of records related to Medicaid.

- d) The **PROVIDER** shall make all supporting documentation, as defined in Paragraph C of this section, available for inspection and audit upon reasonable notice and during normal business hours by the **COUNTY** which includes representatives from Washington County Public Health Service and/or the Washington County auditor. Upon request, the **PROVIDER** shall assemble for the **COUNTY** any records requested. If the **COUNTY** determines that the **PROVIDER'S** record keeping fails to adequately document services in accordance with Section 368-e of the New York State Social Services Law, the **COUNTY** will have the right to require the **PROVIDER** to submit supporting documentation for all or some part of **COUNTY** children, prospectively or retroactively.
 - e) The **PROVIDER** will sign the "Agreement between the New York State Department of Social Services and the Service Providers in the New York State Medicaid Program" form; the "Statement of Reassignment" form issued by the New York State Department of Social Services; and any other prescribed forms relevant to the processing of Medicaid reimbursement.
 - f) For Medicaid eligible children, the **PROVIDER** acknowledges that the **COUNTY** will be relying on the documentation to be compiled and maintained by the **PROVIDER** for Medicaid eligibility. If the data as defined in Paragraph 4 herein, should not be provided in support of the **COUNTY'S** claim for Medicaid reimbursement in accordance with Section 368-e of the Social Services Law, the **COUNTY** may, if appropriate, seek reimbursement from the **PROVIDER** for any expenses to the **COUNTY** arising from the aforesaid failure to provide such documentation and/or eligibility substantiation.
- 5) This contract shall commence on July 1, 2017 and continue in effect until one or both parties terminates it and/or that this agreement shall be deemed to have terminated at any time as the **COMMISSIONER** withdraws approval for the **PROVIDER** to provide itinerant services for children with special needs or for a child to receive said services. However, should the **PROVIDER** be requesting termination of this contract based on the **PROVIDER'S** intent to cease operation, written notice of such termination shall be provided to the **COUNTY** and the **BOARD(S)** by the **PROVIDER** not less than thirty (30) days prior to the intended effective date of such action.
- A) Termination for cause brought about by failure of the **PROVIDER** to perform shall be effected only if the **COUNTY** notifies the **PROVIDER** of such cause in writing and the **PROVIDER** fails to remedy or eliminate the problem within twenty (20) days of said notification. In the event of such termination, the parties shall adjust the accounts due and the **PROVIDER** shall undertake no additional expenditures.

**SCHEDULE B
COMPENSATION**

COUNTY agrees to reimburse the PROVIDER a rate of \$9.70 per hour effective immediately per aide for the 3-5 Special Education Program. The hourly rate will continue to follow the minimum wage increases as follows, December 31, 2017 the hourly rate will increase to \$10.40 per hour and the end of 2018 to \$11.10 per hour, payable upon submission of a valid county voucher.

**SCHEDULE C
WASHINGTON COUNTY STANDARD ASSURANCES**

FEE GUARANTEE

The fees and the necessary and proper expenses if applicable, as stated in Schedule B of the Agreement shall apply to all Services rendered by PROVIDER pursuant to the Agreement. Said compensation constitutes the total compensation (subject to authorized adjustment) payable to PROVIDER for performing the Services. All duties, responsibilities and obligations assigned to or undertaken by PROVIDER shall be at PROVIDER's expense without change in the said compensation. Costs in excess of such amount, if any, may not be incurred without prior written authorization of the Chairman of the Board of Supervisors of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement after consultation with the Department Head. It is specifically agreed to by PROVIDER that the COUNTY will not be responsible for any additional costs, or costs in excess of the above-noted cost, if the COUNTY'S authorization by the Chairman of the Board of Supervisors is not given in writing prior to the performance of the Services giving rise to such excess or additional costs.

EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to PROVIDER or to anyone else beyond funds appropriated and available for this Agreement.

PERFORMANCE

PROVIDER shall perform the Services using PROVIDER-owned equipment and facilities wherever and whenever possible. In performing the Services, PROVIDER shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional person or firm performing services of a similar nature. PROVIDER is hereby given notice that the COUNTY will be relying upon the accuracy, competence, and completeness of PROVIDER's Services in using the results of these Services. PROVIDER shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations.

PROVIDER'S REPRESENTATIONS

PROVIDER represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the Services as provided under this Agreement and that it is properly permitted, equipped, organized and financed to perform such Services.

PROVIDER understands that it may become necessary for the COUNTY to submit to governmental agencies or to a court of law part or all of the data, analyses and/or conclusions developed as a result of the performance of these Services. PROVIDER is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and

imprisonment. PROVIDER is responsible for such penalties if a result of false information submitted to the COUNTY by PROVIDER.

PROCUREMENT OF AGREEMENT

PROVIDER represents and warrants that no person or selling agent has been employed or retained by PROVIDER to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. PROVIDER further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. PROVIDER makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and PROVIDER shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

CONFLICT OF INTEREST

PROVIDER represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. PROVIDER further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Washington County Ethics Law as amended from time to time, to submit a Disclosure Form to the Washington County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Washington County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability entitling the COUNTY to recover all monies paid hereunder and PROVIDER shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

INDEPENDENT CONTRACTOR

In performing the Services and/or supplying goods and incurring expenses under this agreement PROVIDER shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent of the COUNTY. As an independent contractor, PROVIDER shall be solely responsible for determining the means and methods of performing the Services and/or supplying the goods and shall have complete charge and responsibility for PROVIDER's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, PROVIDER covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ASSIGNMENT

PROVIDER shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the Chairman of the Board of Supervisors of the COUNTY. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of PROVIDER to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to PROVIDER, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay PROVIDER's employees for past services.

The provisions of this clause shall not hinder, prevent, or affect any assignment by PROVIDER for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the COUNTY to any corporation, agency, municipality or instrumentality having authority to accept such assignment subject to the program guidelines of the Healthy Living Partnership program.

SUBCONTRACTING

PROVIDER agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part under this Agreement without the prior written approval of the COUNTY. Two copies of each such proposed subcontract shall be submitted to the COUNTY with the PROVIDER's written request for approval. The said subcontractor approval is required in all cases other than individual employer-employee contracts. All such subcontracts shall contain provisions specifying:

A. That the work performed by the subcontractor must be in accordance with the terms of the Agreement between the COUNTY and PROVIDER;

B. That nothing contained in the Subcontractor Agreement shall impair the rights of the COUNTY;

C. That nothing contained in Subcontractor Agreement or under the agreement between the COUNTY and the PROVIDER shall create any contractual relation in law or equity, between the subcontractor and the COUNTY, and;

D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 14 of the Agreement between the COUNTY and PROVIDER. PROVIDER agrees that it is fully responsible to the COUNTY for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by PROVIDER.

PROVIDER shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

CONFIDENTIALITY

The term "Confidential Information" as used herein means all material and information, whether written or oral, received by PROVIDER from or through the COUNTY or any other person connected with the COUNTY, or developed, produced, or obtained by PROVIDER in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

PROVIDER shall keep all Confidential Information in a secure location within PROVIDER's offices. The COUNTY shall have the right, but not the obligation, to enter PROVIDER's offices in order to inspect the arrangements of PROVIDER for keeping Confidential Information secure. No inspection or failure to inspect by the COUNTY shall relieve PROVIDER of the responsibility for the performance of its obligations hereunder.

PROVIDER shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information, or any portion thereof, to anyone other than the COUNTY without the prior written consent of the COUNTY, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with the performance of the Services under this Agreement.

PROVIDER shall notify the COUNTY immediately upon receipt by PROVIDER of any request by anyone other than the COUNTY for, or any inquiry related to, Confidential Information. PROVIDER is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of PROVIDER, or (ii) disclosure of such portions is required by subpoena, warrant or

court order; PROVIDED, however, that in the event anyone other than the COUNTY requests all or a portion of Confidential Information, PROVIDER shall oppose such request and cooperate with the COUNTY in obtaining a protective order or other appropriate remedy unless and until the COUNTY in writing waives compliance with the provisions of this Article or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the COUNTY waives compliance with this Article or determines disclosure is legally required, PROVIDER shall disclose only such portions of Confidential Information that, in the opinion of the COUNTY, PROVIDER is legally required to disclose, and PROVIDER shall use its best effort as to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

PROVIDER shall obtain from each subcontractor of PROVIDER a confidentiality agreement running to the benefit of the COUNTY, substantively identical to this Article, prior to the performance of any of the Services in connection with this Agreement by each such subcontractor, and at any time if requested by the COUNTY, from the officers, directors, agents or employees of PROVIDER or any such subcontractor.

PROVIDER shall assure that all health care information they electronically collect, maintain, use or transmit under or pursuant to this agreement is secure and that the use, maintenance and/or transmission thereof complies with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including, without limitation, sections 1171 and 1179 thereof and the regulations issued thereunder and other applicable laws and to the extent required by Provider, is transmitted in "standard" format.

PROVIDER further agrees that the rules and regulations of HIPAA apply to this agreement if dealing with Protected Health Information (PHI) and to the following:

- (a) PROVIDER agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as Required By Law.
- (b) PROVIDER agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a use or disclosure of Protected Health Information by PROVIDER in violation of the requirements of this Agreement.
- (d) PROVIDER agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) PROVIDER agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by PROVIDER on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to PROVIDER with respect to such information.
- (f) PROVIDER agrees to provide access, at the request of COUNTY, and in the time and manner which is designed to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) PROVIDER agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner directed by the COUNTY.

(h) PROVIDER agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by PROVIDER on behalf of, COUNTY available to the COUNTY, or to the Secretary, as requested or designated by the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule.

(i) PROVIDER agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) PROVIDER agrees to provide to COUNTY or an Individual information collected in accordance with this Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528

Violations of HIPAA are grounds for termination of this agreement.

AUDIT BY THE COUNTY AND OTHERS

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the COUNTY. PROVIDER shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and CONSULTANT shall make its records available to the COUNTY upon request. All books vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. PROVIDER shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

MUTUAL INDEMNIFICATION

PROVIDER agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of PROVIDER, its Employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of PROVIDER either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of PROVIDER's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COUNTY agrees to defend, indemnify and hold harmless the PROVIDER, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed and/or goods supplied pursuant to this Agreement which the PROVIDER, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of COUNTY, its Employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the PROVIDER arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of COUNTY either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of COUNTY'S negligence, fault, act or omission, then the PROVIDER shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the PROVIDER provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

RESPONSIBILITY TO CORRECT DEFICIENCIES.

It shall be PROVIDER's responsibility to correct, in a timely fashion and at PROVIDER's sole expense any deficiencies in its Services resulting from PROVIDER's failure to act in accordance with the standards set forth in **Performance of Services**, provided such deficiencies are reported to PROVIDER within one hundred and twenty (120) days after completion of the Services. If PROVIDER fails to correct such deficiencies in a timely and proper manner, the COUNTY may elect to have others perform such corrections and the COUNTY may charge any related cost of such corrections to PROVIDER and/or set-off such amount against any sums otherwise due PROVIDER. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded the COUNTY for such deficiencies, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

FORCE MAJEURE

If PROVIDER is so delayed in the timely performance of the Services, PROVIDER's sole and exclusive remedy is to request that a Change Order or Addendum to this Agreement be issued by the COUNTY permitting an extension of time to perform the Services in an amount equal to the time

lost due to such delay. Such request shall be based on written notice only, delivered to the Department Head promptly, but in no event later than thirty days after the initial occurrence of the event giving rise to such claim and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order or Addendum to this agreement signed by the Chairman of the Board of Supervisors or the COUNTY. In no event shall the COUNTY be liable to PROVIDER or its subcontractors, agents, or assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

GENERAL RELEASE

The acceptance by PROVIDER or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of PROVIDER arising out of the performance of this Agreement.

NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by PROVIDER against any officer, agent or employee of the COUNTY for or on account of, anything done or omitted in connection with this Agreement.

SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY'S right to withhold for the purposes of set-off any monies otherwise due to PROVIDER (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the COUNTY by operation of law. The COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly authorized to execute the Agreement on behalf of such party.



Frequently Asked Questions

What is Powassan virus disease?

Powassan (POW) virus disease is a rare, but often serious disease that is caused by a virus spread by infected ticks. Approximately 75 cases of POW virus disease were reported in the United States over the past 10 years. POW virus is one of a group of arthropod-borne viruses (arboviruses) that can cause inflammation of the brain (encephalitis).

How do people get infected with Powassan virus?

POW virus is transmitted by the bite of an infected tick. POW virus is not transmitted directly from person-to-person.

Where and when have most cases of Powassan virus disease occurred?

Most cases have occurred in the northeastern and Great Lakes regions of the United States during the late spring, early summer, and mid-fall when ticks are most active.

Who is at risk for infection with Powassan virus?

Anyone bitten by a tick in an area where the virus is commonly found can get infected with POW virus. The risk is highest for people who live, work or recreate in brushy or wooded areas, because of greater exposure to potentially infected ticks.

How soon do people get sick after getting bitten by an infected tick?

The incubation period (time from tick bite to onset of illness) ranges from one week to one month.

What are the symptoms of Powassan virus disease?

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Many people who become infected with POW virus do not develop any symptoms. POW virus can cause encephalitis (inflammation of the brain) and meningitis (inflammation of the membranes that surround the brain and spinal cord). Symptoms can include fever, headache, vomiting, weakness, confusion, loss of coordination, speech difficulties, and seizures.

How is Powassan virus disease diagnosed?

Diagnosis is based on a combination of signs and symptoms and laboratory tests of blood or spinal fluid. These tests typically detect antibodies that the immune system makes against the viral infection.

What is the treatment for Powassan virus disease?

There is no specific medicine to cure or treat POW virus disease. Treatment for severe illnesses may include hospitalization, respiratory support, and intravenous fluids.

How can I reduce the chance of getting infected with Powassan virus?

The best way to prevent POW virus disease is by protecting yourself from tick bites. There is no vaccine against POW virus.

- **Avoid contact with ticks by avoiding wooded and bushy areas with high grass.**
- **Apply insect repellents to bare skin, according to label instructions.**
 - Repellents containing DEET can be applied to exposed skin, but only last a few hours.
 - Clothing and gear can be treated with permethrin, which remains protective through several washings.
- **Find and remove ticks immediately before they have a chance to bite and attach.**
 - Bathe or shower (preferably within 2 hours after being outdoors) to wash off and find ticks on your body.
 - Conduct a full-body tick check. Parents should thoroughly check children, especially in their hair.
 - Also examine clothing, gear and pets.

What should I do if I think a family member might have Powassan virus disease?

If you are concerned that someone you know might have Powassan virus disease consult a healthcare provider.

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Content source: Centers for Disease Control and Prevention (/index.htm)

National Center for Emerging and Zoonotic Infectious Diseases (NCEZID) (/ncezid/dw-index.html)

Division of Vector-Borne Diseases (DVBD) (/ncezid/dvbd/index.html)