

**Warren County Health Services
Health, Human and Social Services Committee
AGENDA FOR
May 30, 2019
Information Submitted By: Ginelle Jones, DPH/DPS**

Health and Human Services Committee Members: Frasier, McDevitt, Braymer, Leggett, Loeb, Driscoll, Hyde, Magowan, and Sokol.

Committee meeting called to order by Chairperson

Motion to approve the minutes of the April 22, 2019 Health, Human, and Social Services Committee meeting.

I. Action Agenda/New Business

Request Resolution: To amend Resolution 405/2018 and contract with Field Goods to increase contract amount by \$1,400 for a total of \$4,300. **(Attachment #7)**

Rationale: Health Services application was approved for the Public Health Improvement Project (PHIP) funding through Adirondack Health Institute, which includes funding to purchase and distribute fresh produce to Women, Infants, and Children (WIC) participants at WIC clinics. Initially the contract with field goods was \$2,900 and an increase is requested due to available \$1,400 funding for the project.

Request Resolution: To authorize a contract with Glens Falls City School District to provide Committee on Preschool Education (CPSE) services to Warren County children who are eligible. **(Attachment # 8)**

Rationale: This contract would increase availability of services for CPSE children in need. Services are provided at a rate set by NYS and are reimbursed at 59.5%.

Resolution Request: To authorize a contract with Kimberly Lawson, Occupational Therapist, to provide Occupational Therapy services for homecare and preschool programs at the established current rates, including automatic annual renewal unless termination is requested from either party with 30 days written notice. **(Attachment #10)**

Rationale: Health Services continues to be in need of providers, including occupational therapists, to serve clients. The agency must have the capacity to accept referrals and meet client needs. Therapy services are billable and revenue generating.

Request Resolution: To amend the budget to reflect funding received from Adirondack Health Institute (AHI) to support Delivery Systems Reform Incentive Payment program. (DSRIP). **(Attachment #6)**

Rationale: Tawn Driscoll, Fiscal Manager, will be present at the meeting to discuss.

Resolution Request: To transfer funds. (Attachment #11)

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

Referral/Pending Items

There are no pending items.

II. Information for Discussion/Review

Report of Expenditures, Revenues, Overtime and Per Diem Use for 2019

Please see **Attachment #1**.

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

Revenue and Expense Comparison Report for 2018 vs 2019

Please see **Attachment #2**.

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

Status of Referrals

Please see **Attachment #3** for the detailed report.

Valerie Whisenant, Assistant Director of Patient Services, will provide comments at the meeting.

Emergency Response and Preparedness

Please see **Attachment # 4** for the monthly report.

Rabies Report:

Please see **Attachment #5** for a quarterly report.

Information Item:

Please see attached Authorization to Attend Meeting or Convention form:

1. Christie McAvey, Public Health Nurse, will be attending HCA's PDGM Coding Essentials in Schenectady on June 12, 2019. The cost of the Conference is \$399. Funding is available in the Health Services Budget. (**Attachment # 9**)

III. Privilege of the floor to discuss any additional items to come before Committee

IV. Motion to adjourn the Health Services Meeting

Attachments:

1. Report of Expenditures, Revenues, Overtime and Per Diem Use
2. Revenue and Expense Comparison Report for 2018 vs 2019
3. Report of Referrals Status
4. Emergency Response and Preparedness Activities Report
5. April Rabies Report
6. Budget Amendment Request
7. Resolution Request- Field Goods Contract
8. Resolution Request- Glens Falls City School District Contract
9. Authorization to Attend HCA PDGM Coding Essentials Conference
10. Resolution Request- Occupational Therapist Contract
11. Resolution Request - Budget Transfer

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2019 AS OF 5/21/2019 4:03:13 PM

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

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

| EXPENSES | 2019 BUDGETED | 2019 YTD ACTUAL | 2018 Prior Year Totals |
|-------------------------|------------------------|-----------------------|------------------------|
| Salaries - Regular | \$2,610,781.00 | \$825,934.34 | \$2,245,248.67 |
| Salaries - Overtime | \$132,000.00 | \$44,063.90 | \$119,937.71 |
| Salaries - Part Time | \$535,767.00 | \$152,485.93 | \$432,961.47 |
| 100's PERSONAL SERVICES | \$3,278,548.00 | \$1,022,484.17 | \$2,798,147.85 |
| 200's EQUIPMENT | \$20,516.04 | \$17,850.53 | \$86,272.34 |
| 400's CONTRACTUAL | \$6,073,702.69 | \$1,245,679.88 | \$5,716,062.55 |
| 800's EMPLOYEE BENEFITS | \$1,568,347.00 | \$543,273.50 | \$1,385,074.65 |
| TOTALS | \$10,941,113.73 | \$2,829,288.08 | \$9,985,557.39 |

| REVENUES | 2019 BUDGETED | 2019 YTD ACTUAL | 2018 Prior Year Totals |
|----------|----------------|-----------------|------------------------|
| | \$8,674,129.40 | \$1,174,893.43 | \$7,887,529.69 |

Notes: We are in the process of finalizing billing and closing the month of April. Above we have accrued for quarter of 2019, the Rabies Grant for \$7,739.70 and for the IAP Grant \$6,542.

Warren County Health Services

Salaries Comparison

2018 vs 2019

as of 5/12/19 Year to date Payroll

| | YTD 2019 | YTD 2018 | YTD 19v18 | % Change | Total Budget 2019 | Total Actual 2018 |
|--------------------------------------|-----------------------|-----------------------|---------------------|---------------|-----------------------|-----------------------|
| Total of All Depts | | | | | | |
| Regular Salaries | \$825,934.34 | \$872,489.13 | -\$46,554.79 | -5.34% | \$2,610,781.00 | \$2,245,248.67 |
| Overtime Salaries | \$44,063.90 | \$32,141.80 | \$11,922.10 | 37.09% | \$132,000.00 | \$119,937.71 |
| Part Time Salaries | \$152,485.93 | \$151,580.55 | \$905.38 | 0.60% | \$535,767.00 | \$432,961.47 |
| TOTALS | \$1,022,484.17 | \$1,056,211.48 | -\$33,727.31 | -3.19% | \$3,278,548.00 | \$2,798,147.85 |
| % current YTD Salary to Total Budget | 31.19% | 37.75% | | | | |

*Source: Detail G/L report for all Salary Category from 1/1/19-5/12/19.

Overall, total salaries are \$33,727.31 under 2018 Salaries. While under in Regular salaries, Overtime is over last year due to the time needed for documentation with the new Patient System for the homecare. Since the implementation of the Crescendo System used by our CHHA, overtime has increased to allow the nurses to do charting and maintain patient care.

Overall, Salaries are down by 3.19% from the prior year and at this time, we currently are 31.19% of the 2019 budget, while last year at this time we were 37.75% of the budget.

ATTACHMENT #1

**Warren County Health Services
Revenue and Expense Comparison 2019 vs 2018
as of 5/21/19**

| EXPENSES | 2019 YTD Actual as of 5/21/19 G/L | 2018 YTD as of 5/21/18 G/L Final | Variance |
|-------------------------|--------------------------------------|-------------------------------------|-----------------------|
| Salaries - Regular | \$825,934.34 | \$872,489.13 | (\$46,554.79) |
| Salaries - Overtime | \$44,063.90 | \$32,141.80 | \$11,922.10 |
| Salaries - Part Time | \$152,485.93 | \$151,580.55 | \$905.38 |
| 100's PERSONAL SERVICES | \$1,022,484.17 | \$1,056,211.48 | (\$33,727.31) |
| 200's EQUIPMENT | \$17,850.53 | \$4,263.16 | \$13,587.37 |
| 400's CONTRACTUAL | \$1,245,679.88 | \$1,490,663.74 | (\$244,983.86) |
| 800's EMPLOYEE BENEFITS | \$543,273.50 | \$547,213.22 | (\$3,939.72) |
| TOTALS | \$2,829,288.08 | \$3,098,351.60 | (\$269,063.52) |

| REVENUES | 2019 YTD ACTUAL | 2018 Prior YTD | Variance |
|----------|--------------------|----------------|---------------|
| | \$1,174,893.43 | \$1,259,731.79 | (\$84,838.36) |

Notes:

Salaries: (please see previous page) overall are \$33,727.31 or 3.19% below 2018 as of the 5/21/19 payroll posting date. Salaries for 2019 are 31.19% of the budget YTD where they were 37.75% of the 2018 budget as of last year. Overtime has increased and correlates with the added hours needed since implementation of the New Crescendo system being utilized for the CHHA for patient charting and billing along with hours affiliated with needed coverage on weekends. Part time salaries remain approximately the same between the years.

Equipment: In April 2019, we purchased a Ford Escape needed for usage in the north country primarily during difficult driving conditions. This is the variance reflected between 2019 and 2018.

Contractual Expenses: These are higher in 2018 due to timing of invoices paid. As previously stated, the 2019 Contractual expenses for Preschool reflect over \$198,000 less in 2019 compared to 2018. These expenses are 81% of the variance between years.

Employee Benefits: Employee benefits are below last year to date by (\$3,939.72). Year to date, Retiree Health for 2019 is \$82,164.96 in total.

Revenues: Revenues are slightly under last year. We are in the processing of closing April billing.

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

| 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 | 101 | 96 | 101 | 102 | 90 | 93 | |
| SN IV eval | 7 | 6 | 14 | 4 | 3 | 8 | 7 | 7 | 6 | 5 | 8 | 5 | |
| PRI | 3 | 2 | 3 | 4 | 3 | 0 | 6 | 3 | 4 | 1 | 3 | 3 | |
| SN Evals per month | 107 | 117 | 141 | 102 | 115 | 94 | 114 | 106 | 111 | 108 | 101 | 101 | |
| PT Evals | 78 | 47 | 71 | 57 | 64 | 59 | 63 | 61 | 70 | 63 | 68 | 56 | |
| PT only | 27 | 9 | 18 | 16 | 18 | 19 | 18 | 26 | 18 | 17 | 26 | 23 | |
| Total Evals per month | 134 | 126 | 159 | 118 | 133 | 113 | 132 | 132 | 129 | 125 | 127 | 124 | 1552 |

| CATEGORY | 01/2018 | 02/2018 | 03/2018 | 04/2018 | 05/2018 | 06/2018 | 07/2018 | 08/2018 | 09/2018 | 10/2018 | 11/2018 | 12/2018 | |
|------------------------------|------------|------------|------------|------------|------------|------------|-----------|------------|------------|------------|------------|------------|-------------|
| SN eval | 112 | 88 | 97 | 95 | 115 | 123 | 86 | 119 | 118 | 118 | 83 | 89 | |
| SN IV eval | 2 | 8 | 5 | 4 | 7 | 7 | 1 0** | 0** | 0** | 0** | 0** | 0** | |
| PRI | 3 | 3 | 3 | 1 | 2 | 0 | 2 | 5 | 1 | 1 | 1 | 0 | |
| SN Evals per month | 117 | 99 | 105 | 100 | 124 | 130 | 89 | 124 | 119 | 119 | 84 | 89 | |
| PT Evals | 70 | 57 | 63 | 61 | 74 | 59 | 61 | 57 | 40 | 49 | 38 | 44 | |
| PT only | 19 | 18 | 17 | 19 | 16 | 20 | 6 | 18 | 15 | 22 | 21 | 11 | |
| Total Evals per month | 136 | 117 | 122 | 119 | 140 | 150 | 95 | 142 | 134 | 141 | 105 | 100 | 1501 |
| | 2% | -9% | -37% | 1% | 7% | 37% | -37% | 10% | 5% | 16% | -22% | -24% | |

| CATEGORY | 01/2019 | 02/2019 | 03/2019 | 04/2019 | 05/2019 | 06/2019 | 07/2019 | 08/2019 | 09/2019 | 10/2019 | 11/2019 | 12/2019 | |
|------------------------------|------------|-----------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|------------|
| SN eval | 119 | 89 | 85 | | | | | | | | | | |
| SN IV eval | 0** | 0** | 0** | | | | | | | | | | |
| PRI | 0 | 2 | 4 | | | | | | | | | | |
| SN Evals per month | 119 | 91 | 89 | | | | | | | | | | |
| PT Evals | 50 | 34 | 55 | | | | | | | | | | |
| PT only | 13 | 5 | 8 | | | | | | | | | | |
| Total Evals per month | 132 | 96 | 97 | | | | | | | | | | 325 |
| | -4% | -21% | -25% | | | | | | | | | | |

Data entirely from Crescenedo (phased out Encore) 8/1/18

**Crescenedo does not have SN IV Eval on the report

Attachment 3

Numbers current as of 05/10/19

ATTACHMENT #1
BT ACTIVITY SHEET
BPX - 7/1/18 - 6/30/19

Page 1

Topic Color Codes

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

| | | | | |
|-------------|-----------|--|----------------------------|------------------------|
| 5/7 | In-Person | Quarterly State Mandated Health Emergency Preparedness Coalition meeting | Dan Durkee | Drill Regional Hotwash |
| 5/9 | Webex | Public Health Emergency Preparedness Plan Review Workgroup | Dan Durkee, J'nelle Oxford | Planning |
| 5/13 | In Person | Meeting with Asst. County Attorney to Review Legal Documents for EPR | Dan Durkee | Meeting |
| 5/15 | In Person | Glens Falls Hospital TTX | J'nelle Oxford | Drill |
| 5/15 | Webex | Monthly ClinOps – Vaccine Management During Emergencies | J'nelle Oxford | Training |
| 5/23 | Webex | Public Health Emergency Preparedness Plan Review Workgroup | Dan Durkee, J'nelle Oxford | Planning |
| 5/23 – 5/24 | In Person | ICS 400 | J'nelle Oxford | Training |
| 5/29 | In Person | Pediatric EPR Seminar | J'nelle Oxford | Training |
| | | | | |

Warren County Public Health Rabies Program April 2019

| Town | Different Address Owner/Victim <small>*Follow up by Town ACO</small> | | | | Same Address Owner/Victim <small>* Follow up by Public Health</small> | | | | Out of Town Owner <small>*Follow Up by Public Health</small> | | | | Strays Follow Up by Public Health <ul style="list-style-type: none"> • Vet's Office • Victim Watching • Victim Treated Rabies PEP • Euthanized Follow Up by ACO Animal needs to be captured and taken to Animal Hospital. Public Health to check after confinement | | | | | |
|---------------------|---|---------|-----|---------|--|---------|------|---------|---|---------|----------------|------------------|--|------------|-------------|--|--|--|
| | Cats | Dogs | | Cats | Dogs | | Cats | Dogs | | Vet | Victim Watched | Treated with PEP | Refused PEP | Euthanized | ACO Capture | | | |
| | UTD | NOT UTD | UTD | NOT UTD | UTD | NOT UTD | UTD | NOT UTD | UTD | NOT UTD | UTD | NOT UTD | | | | | | |
| Bolton | | | | | | | | 1 | | | | | | | | | | |
| Chester | | | | | | 1 | 1 | | | | | | | | | | | |
| Glens Falls | | | | | | 3 | | 2 | | | | | 2 | | | | | |
| Hague | | | | | | 1 | | | | | | | | | | | | |
| Horicon | | | | | | | | | | | | | | | | | | |
| Johnsburg | | | | | | 1 | | 1 | | | | | | | | | | |
| Lake George | | | 1 | | | | | | | | | | | | | | | |
| Lake Luzerne | | | | | | | | 1 | | | | | | | | | | |
| Queensbury | | | 1 | 1 | | | 1 | 4 | | | 1 | | | | | | | |
| Stony Creek | | | | | | | | | | | | | | | | | | |
| Thurman | | | | | | | | | | | | | | | | | | |
| Warrensburg | | | 1 | | | | | 2 | | | | | | | | | | |
| Totals | | | 3 | 1 | | 6 | 3 | 10 | | | 1 | | 1 | | | | | |

Total Bites for Month – 26

Specimens tested for rabies this Month- 4

Positive specimens for rabies- 0

People pre-approved for rabies post exposure treatment- 1

Rabies Clinics this Month- 1

Next Rabies Clinic- May 18th at Glens Falls DPW and June 1st at North Creek Fire House from 10 AM- noon

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-Home Care Division

DATE: May 30, 2019

- (a) **Purpose of Amendment:** To amend the 2019 budget to adjust the Health Services – Home Care Division to reflect the funds given from the Adirondack Health Institute (AHI) to support the DSRIP (New York State Delivery Systems Reform Incentive Payment Program) Project of **\$50,0000.00**.
- (b) Appropriation Code (with title), Object Code (with title) and Amount:
A.4010.4300.220 Health Services-DSRIP Office Equipment \$16,000.00
A.4010.4300.260 Health Services-DSRIP Other Equipment \$15,000.00
A.4010.4300.410 Health Services-DSRIP Supplies Expense \$ 3,000.00
A.4010.4300.428 Health Services-DSRIP Data Processing \$16,000.00

Revenue Code (with title), and Amount:
A.4010.4300.3426 Health Services—DSRIP Engagement Funds Revenue \$50,000.00

***Note:** These funds were received in previous years, however have been in deferred revenues. As we spend the funds, we will need to both amend the current budget and will do internal Journal entries to recognize revenues when spent in 2019. Purchases involved with this amendment include additional lap top computers needed, Telemonitors needed for patients, Costs affiliated with having software created for our Crescendo system to allow us to interface with other providers, and camera's and other miscellaneous items needed for patient care/documentation all within the HomeCare division. DSRIP funds fully cover these expenses.

ATTACHMENT #6

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Health Services

DATE: May 30, 2019

- (a) Purpose of Contract Change: **To amend Resolution 405/2018 and Contract with Field Goods to increase the amount from \$2,900 to \$4,300.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **405/2018**
- (c) Name of Contractor: **Field Goods**
- (d) Address of Contractor: **742 Schoharie Turnpike, Athens, NY 12015**
- (e) Contractor's Contact Person and Telephone Number:
Kate Collyer 716-361-7273
- (f) Commencement Date of Extension: **June 14, 2019**
- (g) Termination Date of Extension: **Completion of AHI/PHIP grant contracted program and funding has been utilized or upon 30 days written notice by either party.**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$4,300**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Weekly voucher submission based on produce availability and WIC clinic needs**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.4018.0040.410**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION No. 405 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, BRAYMER, LEGGETT, LOEB, DIAMOND, HYDE, MAGOWAN AND SOKOL

AUTHORIZING AN AGREEMENT WITH FIELD GOODS TO PURCHASE AND DISTRIBUTE FRESH PRODUCE TO WIC (WOMEN, INFANT, CHILDREN) PROGRAM PARTICIPANTS AND THEIR FAMILIES FOR WARREN COUNTY PUBLIC HEALTH

WHEREAS, Warren County Public Health has received grant funding in the amount of Three Thousand Dollars (\$3,000) from Adirondack Health Institute (AHI) to promote, educate and encourage WIC (Women, Infant, Children) Program participants to use fresh produce, and

WHEREAS, the Director of Public Health/Patient Services has requested to enter into an agreement with Field Goods, a community supported agriculture local entity, to purchase and distribute fresh produce to WIC participants and their families, now, therefore be it

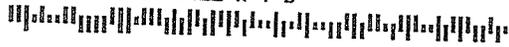
RESOLVED, that the Warren County Board of Supervisors hereby authorizes an agreement with Field Goods, 742 Schoharie Turnpike, Athens, New York, 12015, to purchase and distribute fresh produce to WIC participants and their families in an amount not to exceed Two Thousand Nine Hundred Dollars (\$2,900) for a term commencing on October 19, 2018 and terminating upon completion of the program and when the funds have been expended, and in a form approved by the County Attorney, and be it further,

RESOLVED, that funds for the agreement will be expended from Budget Codes A.4018.0040 410, Preventive Program, Health Education, Supplies, and A.4018.0040.445, Preventive Program, Health Education, Foods.



THE HARTFORD
 BUSINESS SERVICE CENTER
 3600 WISEMAN BLVD
 SAN ANTONIO TX 78251

MB 01 000073 56322 H 1 B



May 8, 2019

FIELD GOODS, LLC
 PO BOX 278
 ATHENS NY 12015-0278

000073 1/2

Policy Information:

| | |
|-----------------------|---------------|
| Policy Number: | 76 WEG GF2286 |
|-----------------------|---------------|



Contact Us

Business Service Center
Business Hours: Monday - Friday
 (7AM - 7PM Central Standard Time)
Phone: (877) 287-1316
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>



Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

~~Thank you for selecting The Hartford for your business insurance needs.~~

Sincerely,
 Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2019

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
GTM EMPLOYMENT BENEFITS LLC
76250823
7 EXECUTIVE PARK DR
CLIFTON PARK NY 12065

CONTACT NAME:
PHONE (877) 287-1316
(A/C, No, Ext): **FAX** (888) 443-6112
(A/C, No):
E-MAIL ADDRESS:

INSURED
FIELD GOODS, LLC
742 SCHOHARIE TPKE
ATHENS NY 12015-4306

INSURER(S) AFFORDING COVERAGE **NAIC#**
INSURER A: Hartford Fire and Its P&C Affiliates 00914
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 76 WEG GF2286 | 06/01/2019 | 06/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

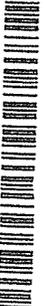
Warren County
1340 STATE ROUTE 9
LAKE GEORGE NY 12845-3434

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

Suana C. Castaneda





CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| <p>1a. Legal Name and address of Insured (use street address only)</p> <p>FIELD GOODS, LLC PO BOX 278 ATHENS NY 12015</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 27-4411252</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County 1340 STATE ROUTE 9 LAKE GEORGE NY 12845-3434</p> | <p>3a. Name of Insurance Carrier The Hartford Fire Insurance Company 19682</p> <p>3b. Policy Number of Entity Listed in Box "1a": 76 WEG GF2286</p> <p>3c. Policy effective period: 06/01/2019 to 06/01/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are Included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen (print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 05/08/2019 (Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1316

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

000073 2/2



RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: May 30, 2019

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with Glens Falls City School District to provide Committee on Preschool Special Education (CPSE) services to Warren County children who are eligible.**
- (c) Name of Contractor: **Glens Falls City School District**
- (d) Address of Contractor: **15 Quade St, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Robert Yusko; ryusko@gfsd.org, 518-792-1481
- (f) Has or will the Contract be provided, if so, please attach: **Template attached**
- (g) Commencement Date of Contract: **6/21/2019**
- (h) Termination Date of Contract: **Automatic renewal, however can be terminated upon 30 days written notice be either party.**
- (i) Payment Provisions:
 - 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. **Submission of required documentation and vouchers**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.4054.444; Preschool Education Expense**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and

1. The Agency and the Provider agree that the Provider shall perform for the Agency the services of Special Education Itinerate Services ("SEIT"), including Speech, OT, PT and Psychological Services and Self-Contained and Integrated Classroom Services for preschool special needs children who reside in Warren County.

add
"Evaluations"
→ ↑
Evaluations

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider at the State approved rate. The County shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to in writing by the County. The County shall make payments within thirty (30) days after each time the services has been completed and an invoice has been received.

3. Relationship of the parties:

a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

b. All personnel of the Provider shall be within the employ of Provider only, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the Agency on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. The Provider represents that it has complied with all federal, state and local laws regarding any applicable licenses that may be required to carry out the work to be performed under this Agreement. The Provider shall comply with all applicable labor laws including all wage and hour laws.

5. To comply with New York State Regulations, the parties include the following provisions, notwithstanding any other provisions in this agreement, the Agency remains responsible

for:

- (i) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State, and Local statutes, rules & regulations;
- (ii) planning, coordinating and insuring the quality of all services provided; and
- (iii) ensuring adherence to the plan of care established for patients.

6. Provider agrees to abide by the Business Associate Agreement regarding protected health information attached hereto as "Appendix A".

7. The Provider shall indemnify, defend and hold the County harmless from and against any claim, liability, loss or damage, including but not limited to reasonable attorney's fees, arising by reason of the death or bodily injury of persons, injury to property or other loss or damage resulting or arising, without limitation, from Provider's providing the services described in Item 1 of this agreement.

8. The Provider shall carry General Liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and an Umbrella policy of at least \$2,000,000 with respect to the Provider and any of its employees or agents. The Provider shall name the County as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Provider is also required to carry Workers' Compensation, Disability Insurance and Professional Liability insurance (\$1,000,000 limit). All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

9. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 8 before service from Provider begins. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the County of Provider's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that Provider provide insurance coverage as noted anywhere in this Agreement.

10. This Agreement shall commence on February 20, 2017 and terminate upon thirty (30) days written notice by either party with or without cause. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

11. The Provider is hereby advised of the existence of New York State Executive Order #38. If the Provider is a covered provider under Executive Order #38, Provider may be subject to certain financial reporting obligations with New York State under Executive Order #38 and regulations promulgated thereunder. Information about Executive Order # 38 can be obtained at <http://executiveorder38.ny.gov>.

12. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above, with a copy, which shall not constitute notice to:

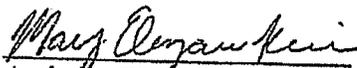
Warren County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

13. In the event that any schedule or attachment to this Agreement shall conflict with the various numbered clauses or provisions of this Agreement, such clauses or provisions shall be controlling, as to the intended agreement of the parties.

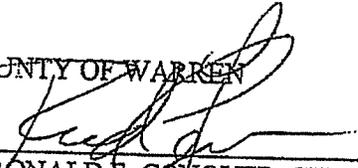
14. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York.

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

Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN

By: 
RONALD E. CONOVER, CHAIRMAN
Board of Supervisors

Date _____

F _____

Date: _____

APPENDIX "A"

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and **Advanced Therapy, P.L.L.C.** (the "Business Associate").

WHEREAS, the Covered Entity maintains certain confidential protected health information concerning its patients and/or residents (each referred to as an "Individual"), and such information includes information created or received by the Covered Entity or created, maintained, transmitted or received by the Business Associate (the "PHI"), and includes electronic protected health information ("EPHI"); and

WHEREAS, as a result of their access to and Use and Disclosure of PHI and EPHI, the Covered Entity and Business Associate acknowledge that they are obligated to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including, but not limited to, the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rules") and the Privacy of Individually Identifiable Health Information standards (the "Privacy Rules") (collectively the "HIPAA Requirements"); and

WHEREAS, the parties are obligated under the HIPAA Requirements to enter into a written agreement under which the Business Associate will agree to appropriately protect and safeguard PHI and EPHI; and

WHEREAS, the Business Associate and the Covered Entity have entered into an agreement (the "Contract"), under which the Business Associate provides services to the Covered Entity and, in the course of providing those services, the Business Associate may or will have access to PHI and EPHI; and

WHEREAS, the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 includes new standards and has new implementing regulations which provide that certain provisions of the HIPAA Requirements are directly applicable to business associates and that any existing business associate agreements must be updated to address these new standards (collectively referred to as the "HITECH Act"); and

WHEREAS, the HIPAA Requirements and the new provisions of the HITECH Act shall collectively be known in this Agreement as the "HIPAA Rules";

NOW, THEREFORE, the parties agree as follows:

1. Definitions

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" is defined in the HIPAA Rules and for this specific agreement shall mean Advanced Therapy, P.L.L.C.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" is defined in the HIPAA Rules and in this specific instance, shall

mean Warren County.

(c) Individual: "Individual" shall have the same meaning as the term "individual" in the HIPAA Rules and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules.

(d) Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in the HIPAA Rules.

(e) Protected Health Information and Electronic Protected Health Information: "Protected Health Information" and "Electronic Protected Health Information" (hereinafter, PHI and EPHI, respectively) shall have the same meaning as the term "protected health information" and "electronic protected health information" in HIPAA Rules, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.

(f) Required By Law: "Required By Law" shall have the same meaning as the term "required by law" in the HIPAA Rules.

(g) Secretary: "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) Catch-all definition: Terms used, including but not limited to Breach, Data Aggregation, Disclosure, Health Care Operations, Limited Data Set, Minimum Necessary, Notice of Privacy Practices, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

2. Use and Disclosure of PHI and EPHI

(a) The Business Associate will hold and keep the PHI and EPHI strictly confidential and Use and/or Disclose PHI and EPHI only as required or permitted under the terms of the Contract, this Agreement, and the HIPAA Rules. However, the HIPAA Rules limit the Use and/or Disclosure of PHI and EPHI by the Covered Entity, and those restrictions also apply to the Business Associate and the Business Associate's Subcontractors that create, receive, transmit or maintain PHI and/or EPHI in order to perform a function, activity or service delegated by the Business Associate. This means that any Use and/or Disclosure must be related to the treatment of the Individual to whom the PHI and EPHI relates, payment for the treatment of that Individual, or the Covered Entity's general Health Care Operations.

(b) The Business Associate may also Use and/or Disclose the PHI and EPHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate. However, such Use and/or Disclosure must be either Required By Law or, prior to making Use of the PHI and EPHI or Disclosing the PHI and EPHI, the Business Associate must obtain reasonable assurance from the person to whom the PHI and EPHI will be Disclosed that the PHI and EPHI: (i) will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and (ii) the person to whom it is Disclosed agrees to notify the Business Associate of any instance of which it is aware in which the confidentiality of the PHI and EPHI has been Breached.

(c) The Business Associate may also Use the PHI and EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to PHI and EPHI, the combining of the PHI and EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

(d) The Business Associate will not Use or further Disclose the PHI and EPHI other than as permitted or required by this Agreement, by applicable law, or by the HIPAA Rules.

3. The Covered Entity's Obligations

(a) The Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of The Covered Entity, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI and EPHI.

(b) The Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI and EPHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI and EPHI.

(c) The Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI and EPHI that The Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI and EPHI.

4. Safeguards/Requirements

(a) The Business Associate will use appropriate safeguards to prevent any Use or Disclosure of PHI and EPHI that is not permitted under the terms of this Agreement. Specifically, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.

(b) The Business Associate will ensure that any of its agents, including a Subcontractor, to whom the Business Associate provides PHI and EPHI, will enter into a Business Associate Agreement with Business Associate and agree to the same restrictions and conditions that apply to the Business Associate under the terms of this Agreement, and will agree to implement reasonable and appropriate safeguards as required by the HIPAA Rules to protect the PHI and EPHI.

(c) The Business Associate may use and disclose PHI and EPHI that the Business Associate obtains, maintains, transmits or creates only if such Use or Disclosure is in compliance with each applicable requirement of the HIPAA Rules relating to Business Associate Agreements. The additional requirements of the HITECH Act that relate to privacy and that are made applicable to the Covered Entity shall also be applicable to the Business Associate. The Business Associate shall comply with these privacy requirements which shall be incorporated

into this Agreement.

(d) Under the HIPAA Rules the requirements pertaining to "administrative safeguards," "physical safeguards," "technical safeguards," and "policies and procedures and documentation requirements" of the Security Rules apply to the Business Associate in the same manner that such sections apply to the Covered Entity, and the additional requirements of the HITECH Act that relate to security and that are made applicable to the Covered Entity shall also be applicable to the Business Associate. The Business Associate shall comply with these security requirements which shall be incorporated into this Agreement.

(e) Unless the Covered Entity agrees, in writing, that this HITECH Act requirement is not feasible with respect to particular PHI or EPHI, Business Associate shall secure all PHI and EPHI by utilizing a technology standard or methodology that renders PHI and EPHI unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance, as further amended in the future, issued by the Secretary of the Department of Health and Human Services (the "Secretary") specifying the technologies and methodologies that render PHI and EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

(f) Except as otherwise allowed in this Agreement and the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or EPHI of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization, including a specification of whether the PHI or EPHI can be further exchanged for remuneration by the receiving party.

(g) Except as otherwise provided in the HIPAA Rules, the Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a product or service that encourages the recipient to purchase or use the product or service.

(h) The Business Associate will report to the Covered Entity's Privacy and/or Security Official, within five (5) business days, any Use or Disclosure of PHI and EPHI not provided for by this Agreement. The Business Associate shall conduct and document a risk assessment, in accordance with the HIPAA Rules, of such unauthorized Use or Disclosure and provide the Covered Entity with a copy of such risk assessment upon the Covered Entity's request. In the event the Business Associate concludes the unauthorized Use or Disclosure constitutes a Breach of Unsecured Protected Health Information, Business Associate shall provide to the Covered Entity the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, Used, acquired, or Disclosed during such Breach, as well as such other information required by the HIPAA Rules. A Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

(i) The Covered Entity, in its sole and absolute discretion, may elect to delegate to the Business Associate the requirement under the HIPAA Rules to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from,

or is related to, an act or omission of the Business Associate or the agents or representatives of the Business Associate. If the Covered Entity elects to make such a delegation, the Business Associate shall perform such notifications and undertake all related remediation activities that are reasonably required (i) at the Business Associate's sole cost and expense, and (ii) in compliance with all applicable requirements, including the HIPAA Rules. The Business Associate shall also provide the Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such Breach notification that the Business Associate provides to Individuals.

(j) The Business Associate will respond to a request for, changes in, or a revocation of, permission by an Individual to restrict the Business Associate's Use or Disclosure of PHI or EPHI, in a timely manner in accordance with the HIPAA Rules, and to make changes to the Business Associate's procedures to the extent that such request, if approved, may affect the Business Associate's Use or Disclosure of PHI or EPHI. The Business Associate will monitor compliance with these requests for restrictions in accordance with the HIPAA Rules.

(k) The Business Associate will Use, Disclose, or request PHI or EPHI, only if it limits such PHI or EPHI, to the extent practicable, to a Limited Data Set, or, if needed by the entity, to the Minimum Necessary to accomplish the intended purposes of such Use, Disclosure, or request. In the case of the Disclosure of PHI or EPHI, the Business Associate, in conjunction with the Covered Entity, shall determine what constitutes the Minimum Necessary to accomplish the intended purposes of such Disclosure.

(l) The Business Associate recognizes that civil and criminal penalties for a violation of the HIPAA Rules, as such violation is detailed in this Agreement, shall apply to the Business Associate with respect to such violation in the same manner as such penalties apply to the Covered Entity.

(m) The Business Associate will comply with any periodic audit request initiated by the Secretary to ensure that the Business Associate is complying with the HIPAA Rules.

(n) The Business Associate will not acquire any title or rights to the PHI or EPHI, including any de-identified information, as a result of this Agreement.

(o) The Business Associate will immediately report to the Covered Entity any Use or Disclosure of the PHI and EPHI that is not permitted under the terms of this Agreement, provided that the Business Associate becomes aware of such improper Use or Disclosure. The Business Associate will also immediately report to the Covered Entity any Security Incident of which it becomes aware.

5. Access to Information

(a) The Business Associate will make its internal books and records relating to the Use and Disclosure of PHI and EPHI available to the Covered Entity and to the Secretary, for the purpose of the Secretary determining whether the Covered Entity has complied with the HIPAA Rules, at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(b) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, to an Individual, in order to meet the Covered Entity's obligations to provide access to the PHI and EPHI to the Individual. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(c) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity, or as directed by the Covered Entity, so that the Covered Entity can amend the PHI and EPHI as required under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a convenient time at the Warren County Municipal Center and in a manner designated by the Covered Entity. The Business Associate will also make any amendment to the PHI and EPHI that is requested by the Covered Entity as a result of the Individual having requested such an amendment.

(d) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, in order for the Covered Entity to provide an accounting of Disclosures which it is required to do under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and manner designated by the Covered Entity.

6. Mitigation

The Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI and EPHI by the Business Associate in violation of the terms of this Agreement.

7. Indemnification

The Business Associate will indemnify, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, Subcontractors, agents, or members of its workforce (each of the foregoing referred to as an "Indemnified Party") during the term of this Agreement and subsequent to its termination, from and against all claims, damage, losses, liabilities, fines, penalties, costs or expenses including, but not limited to, expenses associated with State and/or Federal Breach notification requirements and reasonable attorneys' fees (collectively, "Losses") suffered by an Indemnified Party that arises from, or is connected with, any act or omission by the Business Associate or the Business Associate's employees, agents, Subcontractors or representatives that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of any term or condition of this Agreement, (ii) negligence or misconduct, and/or (iii) a violation of the HIPAA Rules. The provisions of this paragraph shall survive the expiration or termination of this Agreement for any reason.

8. Termination

(a) The Contract may be terminated by the Covered Entity if the Covered Entity determines that the Business Associate has materially breached its obligation(s) under this Agreement. If termination is not a feasible remedy for the Covered Entity, the Covered Entity may report the breach by the Business Associate to the Secretary. This Agreement may be terminated in the event the "Contract" in which the Business Associate provides services to the

Covered Entity is terminated under the terms of the Contract.

(b) Upon termination or expiration of this Agreement for any reason, the Business Associate, with respect to PHI and EPHI received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, shall:

1) Retain only that PHI and EPHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy the remaining PHI and EPHI that the Business Associate still maintains in any form;

3) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to PHI and EPHI to prevent Use or Disclosure of PHI and EPHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;

4) Not Use or Disclose the PHI or EPHI retained by the Business Associate other than for the purposes for which such PHI and EPHI was retained and subject to the same conditions set forth in this Agreement which applied prior to expiration or termination; and

5) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy the PHI and EPHI retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and EPHI and limit further Uses and Disclosures to those purposes that make the return or the destruction of the PHI and EPHI not feasible.

(c) Survival. The obligations of the Business Associate under this Section shall survive the expiration or termination of this Agreement.

9. Miscellaneous

The following provisions shall apply to this Agreement:

(a) All capitalized and other terms used but not otherwise defined in this Agreement shall have the same meaning as those terms contained in the HIPAA Rules.

(b) The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(c) Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.

(d) The parties will take such action as is necessary to amend or further

amend, as the case may be, this Agreement from time to time as is necessary for The Covered Entity and the Business Associate to comply with the HIPAA Rules, as further amended in the future. Any ambiguity or inconsistency in this Agreement shall be resolved to permit The Covered Entity to comply with the requirements of the HIPAA Rules.

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

10. Failure of Performance

If either party to this Agreement fails in the due performance of any of its obligations under the terms of this Agreement, the other party will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred: (a) to sue for damages; (b) to seek such other legal and equitable remedies; and (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforceable concurrently therewith or from time to time.

11. Notices

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

The Covered Entity's Privacy and/or Security Official is Brian S. Reichenbach, Warren County Attorney, Warren County Municipal Center, 1340 State Route Nine, Lake George, NY 12845, telephone (518) 761-6463.

12. Construction

(a) All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. In this regard, The Covered Entity and the Business Associate may have previously entered into a Business Associate Agreement or other agreement ("Pre-Existing Business Associate Agreement") for the purpose of restricting the Business Associate's Use and Disclosure of PHI and EPHI as required by the HIPAA Rules. This Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Agreement shall not change or modify any rights or obligations of the Covered Entity or Business Associate that may have accrued under a Pre-Existing Business Associate Agreement while such agreement was in effect.

(b) This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all of the parties to this Agreement. Any provisions of this Agreement which by their terms are intended to survive the termination or expiration of this Agreement shall so survive.

13. Applicable Law; Jurisdiction; Venue

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Warren in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

14. Binding Effect

This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

IN WITNESS WHEREOF, we have signed this Business Associate Agreement.

Business Associate: _____

County of Warren

By: _____

Ronald F. Conever, Chairman
Warren County Board of Supervisors

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (Must be approved by Department Head, County Administrator & Committee Chair)
- Out-of-State (Requires Board resolution)

The Health Human and Social Services Committee
(Supervisory Committee) hereby authorizes Christie McAvey
(Employee Name)

to attend Home Care Association (HCA) PDGM Coding Essentials
(Name of meeting or organization)

at DoubleTree by Hilton 100 Nott Terrace, Schenectady, NY 12308 on 6/12/19
(Address) (Dates)

Meeting/Convention Cost: \$399 Mode of transportation to be used: Health Services CHRA Vehicle
(County Vehicle or Mass Transportation)

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

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

Notice of meeting or convention including cost. Total Cost of Travel \$ \$399
(travel and meeting/convention cost)

For Overnight Travel

Room rate \$ _____ GSA* Rate \$ _____

Funding in Budget? Y N

Meal costs - www.gsa.gov GSA* per diem rate \$ _____

Budget Code: A. 4010.444

Date: 5/21/19

Quinn Jones
Department Head Signature

Date: 5/22/19

[Signature]
County Administrator Signature

Date: 5/23/19

Edna A. Traver
Committee Chairman Signature

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

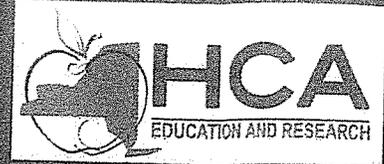
Please check to request a fleet vehicle. REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Buildings & Grounds if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-State travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Clerk of the Board if credit card will be used.
6. Copy of executed form needs to be included in next agenda for reporting to oversight Committee.

PDGM

CODING ESSENTIALS



DoubleTree by Hilton
100 Nott Terrace
Schenectady, NY 12308

June 12, 2019

8:30AM

Registration and Continental Breakfast

9:00 AM – 4:30PM

Program (Lunch is included)

Presented by: Trish Tulloch, RN, BSN, MSN, HCS-D, Senior Consultant, RBC Limited

With PDGM coming, your outcomes and financial viability demand precision and accuracy in the capturing and reporting of all clinical data. This includes OASIS-D1 and ICD-10-CM diagnosis coding practices that are essential to quality outcomes and agency reimbursement within the larger construct of new clinical groupings and subgroupings under PDGM.

This program will make vital connections across the various coding categories and functions for PDGM readiness, including ICD-10-CM Code Updates, Coding Clinic clarifications, and PDGM Diagnosis Codes for each ICD-10-CM Chapter, ensuring that coders and reviewers have an in-depth understanding of the nuances of PDGM.

The program will also specifically address multiple complex home health scenarios that challenge providers to accurately represent clinical complexity and comprehensive care planning, with major implications under PDGM. It will also explore an integrated approach to vital agency quality and ICD-10-CM diagnosis code audit and review initiatives so that your team can assess your PDGM performance in real time.

Upon completion of this program, participants will be able to:

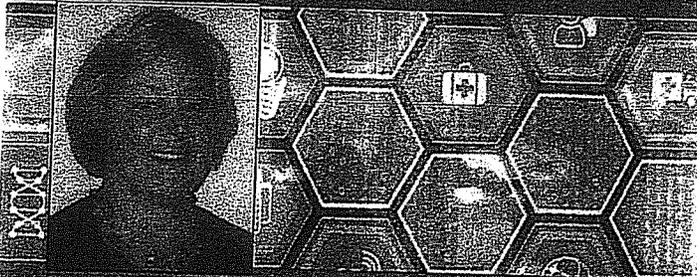
1. Detail critical elements of PDGM, including both OASIS-D1 and ICD-10-CM Diagnosis Code updates;
2. Recognize the PDGM clinical groupings and sub-groups that impact home health case mix in PDGM;
3. Discuss and apply ICD-10-CM Code Guidelines and Coding Clinic Updates to complex home health case scenarios;
4. List strategies to support provider PDGM Transition Work Plans.

Who Should Participate:

Provider Quality and ICD-10-CM Code and Review Staff, Educators; Clinical, Performance Improvement and Compliance Staff and those responsible for the oversight and review of all provider clinical documentation that supports the delivery of care and services in the certified home health care setting.

Program Outcomes in a Nutshell

- Review the nuts and bolts of PDGM;
- Detail ICD-10-CM Diagnosis Code updates that impact accurate provider reimbursement in PDGM;
- Discuss strategies to support PDGM Transition processes to successfully prepare for January 1, 2020.



About the Presenter

Trish Tulloch RN, BSN, MSN, HCS-D, is a Senior Consultant with RBC Limited with more than thirty years in the health care industry, including twelve years in home health and hospice management and more than twenty years in health care consulting. She currently consults with multiple health care organizations and agencies to meet regulatory and accrediting standards. She has received rave reviews from conference attendees and is a frequent presenter sponsored by professional, state and national organizations. Education topics include clinical and management best practices, OASIS-D, ICD-10-CM Coding, legal documentation, survey and certification issues, quality improvement and Health Care Reform initiatives.

Hotel Information

DoubleTree by Hilton
100 Nott Terrace
Schenectady, NY 12308

HCA has reserved a limited number of rooms at the DoubleTree by Hilton in Schenectady, NY for the night of Tuesday, June 11 at a discounted rate of \$124 per night. To receive this special rate, please call (518) 393-4141 prior to, May 17, and ask for the Home Care Association (HCA) group rate.



Registration

Name: _____

Title: _____

Organization: _____

Mailing Address: _____

City/State/Zip: _____

Email: _____
(Required for registration)

Phone: _____

Registration Fee

_____ HCA Member \$249

_____ Non-Member \$399

Registration Deadline May 29th

Payment Information

Please check method of payment:

_____ MasterCard _____ VISA _____ Am Exp _____ Check*

*Make checks payable to: HCA and mail to 386 Broadway, 4th Floor, Albany, NY 12207.

Checks must be received by June 5.

Card Number _____

Expiration Date _____ Security Code _____

Billing Address of Card Holder _____

City, State, Zip _____

Name on Card _____

Authorized Signature _____

Cancellation Policy: Cancellations received by June 3, 2019 will receive a full refund, less a 25% administrative fee. Cancellations must be received in writing via e-mail at info@hcanys.org. Cancellations received on June 4th or later will forfeit their registration fee, as will those who register and do not attend. Substitutions are permitted.

FAX TO: (518) 426-8788

For more information, contact Celisia Street at (518) 810-0656 or at cstreet@hcanys.org

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: May 30, 2019

- (a) Is this a Result of a Bid or Request for Proposal? **No**

- (b) Purpose of Contract: **To authorize a contract with Kimberly Lawson, Occupational Therapist, to provide Occupational Therapy services for homecare and preschool programs at the established current rates, including automatic annual renewal unless termination is requested from either party with 30 days written notice.**

- (c) Name of Contractor: **Kimberly Lawson**

- (d) Address of Contractor:

- (e) Contractor's Contact Person and Telephone Number:

- (f) Has or will the Contract be provided, if so, please attach:

- (g) Commencement Date of Contract: **June 21, 2019**

- (h) Termination Date of Contract: **Automatic renewal unless termination is requested by either party with 30 days written notice.**

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount **Refer to attached rates**
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Receipt of voucher and completed documentation for visits**)

- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.4010-10.470 Health Services****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

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. 10

Request for Transfer of Funds

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

SIGNED: _____

DATE: May 30, 2019

| | <u>FROM CODE</u> | <u>TITLE</u> | <u>TO CODE</u> | <u>TITLE</u> | <u>AMOUNT</u> |
|----|------------------|--------------------------------------|----------------|---------------------------------|---------------|
| 1. | A.4189.130 | Bioterrorism-Part Time Salaries | A.4189.220 | Bioterrorism-Office Equipment | \$3,500.00 |
| | A.4189.130 | Bioterrorism-Part Time Salaries | A.4189.410 | Bioterrorism-Supplies | \$1,500.00 |
| | A.4189.810 | Bioterrorism-Retirement Expense | A.4189.410 | Bioterrorism-Supplies | \$310.00 |
| | A.4189.830 | Bioterrorism-Social Security Expense | A.4189.410 | Bioterrorism-Supplies | \$73.00 |
| | A.4189.831 | Bioterrorism-Medicare Expense | A.4189.410 | Bioterrorism-Supplies | \$460.00 |
| 2. | A.4189.130 | Bioterrorism-Part Time Salaries | A.4189.110 | Bioterrorism-Full Time Salaries | \$5,600.00 |

Total Transfers **\$11,443.00**

- 1 To transfer funds for Bioterrorism Grant to reflect anticipated expenses. Currently Part time salaries not being utilized due to a vacancy, therefore move funds to Equipment and Supplies needed for the Grant, which ends 6/30/19. Need to purchase such items as computers, printer, router and supplies for BT related functions. Fully funded by BT Grant.
- 2 To transfer funds from Part time to Full time salaries to cover actual expenses. Employee who was budgeted in PT salaries, is now in FT salaries, therefore need to reallocate funds to year end.

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