

Warren County Health Services
Health Services Committee
AGENDA FOR
July 20, 2020
Information Submitted By: Ginelle Jones, DPH/DPS

Health Services Committee Members: Peter McDevitt, Douglas Beaty, Ronald Conover, Daniel Bruno, Edna Frasier, Brad Magowan, and Susan Shepler,

Committee meeting called to order by Chairperson

Motion to approve the minutes of the June 22, 2020 Committee meeting.

I. Action Agenda/New Business

Request Resolution:	To authorize a contract with Nora Rubado, Speech-Language Pathologist, to provide Speech Therapy services for Homecare and Preschool programs at the established current rates, including automatic renewal unless there is 30 days written termination notice by either party. Attachment #7
Rationale:	Health Services continues to need Speech Therapy providers to serve the department's pediatric and adult population. The agency must have the capacity to accept referrals and provide services. Therapy services are billable and revenue generating.

Request Resolution:	Request for transfer funds in 2020. Attachment #6
Rationale:	Tawn Driscoll, Fiscal Manager, will be available during the meeting to discuss.

Referral/Pending Items

There are no pending items at this time.

II. Information for Discussion/Review

Report of Expenditures, Revenues, Overtime and Per Diem Use for 2020

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 2019 vs 2020

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 report.

Emergency Response and Preparedness

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

Rabies Report:

Please see **Attachment #5** for the report.

Meeting Authorizations: None at this time.

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

COVID19 Update

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 2019 vs 2020
3. Report of Referrals Status
4. Emergency Response and Preparedness Activities Report
5. Rabies Report
6. Resolution Request- Budget Transfer
7. Resolution Request- Speech Therapy Services

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2020 AS OF 7/13/2020 7:36:09 PM

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

CODE(S): 4010, 4013, 4054, 4190, 4018, 4189, 4191, 4192

EXPENSES	2020 BUDGETED	2020 YTD ACTUAL	2019 Prior Year Totals
Salaries - Regular	\$2,604,343.00	\$1,187,208.35	\$2,336,500.49
Salaries - Overtime	\$182,076.00	\$55,812.20	\$134,008.56
Salaries - Part Time	\$515,105.00	\$148,232.25	\$381,165.43
100's PERSONAL SERVICES	\$3,301,524.00	\$1,391,252.80	\$2,851,674.48
200's EQUIPMENT	\$70,746.00	\$32,746.55	\$67,509.57
400's CONTRACTUAL	\$6,352,828.06	\$1,715,314.02	\$6,443,478.52
800's EMPLOYEE BENEFITS	\$1,480,387.00	\$720,730.38	\$1,343,185.24
TOTALS	\$11,205,485.06	\$3,860,043.75	\$10,705,847.81

REVENUES	2020 BUDGETED	2020 YTD ACTUAL	2019 Prior Year Totals
	\$8,757,649.42	\$1,867,380.20	\$8,091,251.71

* Note: We are in the process of closing June for the CHHA Program. Also included is the WIC accrual for May of \$30,839. Totals above do also include expenses related to COVID 19 activities. Year to date the total COVID-19 expenses are \$24,192.51 of which most of these expenses are within Salaries and Fringe. At this time, we have been given funds from the State to offset these costs.

Warren County Health Services

Salaries Comparison

2020 v 2019

as of 7/5/20 Year to date Payroll and 7/7/19

Total of All Depts	YTD	YTD	YTD 20v19	% Change	Total Budget	to 12/31/19
	2020	2019			2020	Total Actual
Regular Salaries	\$1,187,208.35	\$1,181,822.39	\$5,385.96	0.46%	\$2,604,343.00	\$2,336,500.49
Overtime Salaries	\$55,812.20	\$64,661.12	(\$8,848.92)	-13.69%	\$182,076.00	\$134,008.56
Part Time Salaries	\$148,232.25	\$210,207.62	(\$61,975.37)	-29.48%	\$515,105.00	\$381,165.43
TOTALS	\$1,391,252.80	\$1,456,691.13	(\$65,438.33)	-4.49%	\$3,301,524.00	\$2,851,674.48
% current YTD Salary to Total Budget	42.14%	51.08%				

*Source: Detail G/L report for all Salary Category from 1/1/20-7/13/20.

Overall, total salaries are \$65,438.33 or 4.49% under 2019 Salaries. Regular salaries are over due to yearly increases. Part time salaries are under due to lack of utilization of nurses YTD due to COVID activities. However to note that \$12,024 or 21.54% of the Overtime salaries are strictly related to COVID-19 duties. Also to note, Part Time salaries related to COVID is 7.64%. Salaries are currently 42.14% of the 2020 budget where last year was 51.08 % of YTD.

**Revenue and Expense Comparison 2020 vs 2019
as of 07/13/20**

EXPENSES	2020 YTD Actual as of 7/13/20 G/L	2019 YTD as of 07/13/19 G/L	Variance
Salaries - Regular	\$1,187,208.35	\$1,181,822.39	\$5,385.96
Salaries - Overtime	\$55,812.20	\$64,661.12	(\$8,848.92)
Salaries - Part Time	\$148,232.25	\$210,207.62	(\$61,975.37)
100's PERSONAL SERVICES	\$1,391,252.80	\$1,456,691.13	(\$65,438.33)
200's EQUIPMENT	\$32,746.55	\$18,586.01	\$14,160.54
400's CONTRACTUAL	\$1,715,314.02	\$2,115,504.90	(\$400,190.88)
800's EMPLOYEE BENEFITS	\$720,730.38	\$706,908.57	\$13,821.81
TOTALS	\$3,860,043.75	\$4,297,690.61	(\$437,646.86)

REVENUES	2020 YTD ACTUAL	2019 Prior YTD	Variance
	\$1,867,380.20	\$2,511,062.58	(\$643,682.38)

Comments:

Salaries: (please see previous page) overall are \$65,438.33 or 4.49% below 2019 as of the 7/5/20 payroll posting date. Salaries for 2020 are 42.14% of the budget YTD where they were 51.08% in 2019.

As stated, due to COVID activities Per Diem and Part Time staff are not being utilized in both the CHHA and Public Health Departments as all clinics remain cancelled at this time. However, both the Overtime and Part time categories to reflect for Public Health the hours paid for those primarily related to COVID activities.

For Equipment, the difference is primarily with the purchase of vehicles. Year to date we have received two new vehicles and last year at this time one was purchased. This year we we able to also trade in three 2012 vehicles to lower our total expense. We are expecting our third vehicle to be delivered by end of August.

Contractual Expenses: These are lower than last year due to timing of invoices primarily related to Preschool and and Early Intervention expenses. Due to COVID, protocols have had to be set in place for Tele visits and the processes were delayed until the state approved those visits. Therefore we are behind last year in visits/payments.

Employee Benefits: Employee benefits are slightly over 2019, due to the increases in benefits. Also to note that Retiree Hospitalization is 15.12% of total benefits in 2020 and was 14.48% in 2019

Revenues: Revenues for 2020 are below 2019 Primarily due revenue not yet reflected for the Preschool Program. We are still waiting for the AVL #2 and anticipate to be able to bill over \$450,000 for Preschool. Patient census/Referrals for the CHHA does seem to be increasing due to elective surgeries and physician visits that are being made. Revenues are also down since we are not seeing any MCH patients at this time and the Public Health Clinics remain closed.

ATTACHMENT #2

Warren County Health Services
Patient Referrals (May or May not have become Patients)
CHHA Division

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 Referral	119	97	89	88	104	83	74	94	93	91	81	92	
PRI	0	2	4	0	1	0	1	2	2	2	1	1	
SN Referrals per month	119	99	93	88	105	83	75	96	95	93	82	93	
PT Referral	65	48	54	48	61	51	47	55	54	51	57	55	
PT only	13	5	8	12	14	12	10	11	14	10	11	8	
Total Referrals per month	132	104	101	100	119	95	85	107	109	103	93	101	1249
18 vs 19	-4	-13	-21	-19	-21	-55	-10	-50	-29	-46	-12	-6%	

CATEGORY	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	
SN Referral	97	88	97	58	70								
PRI	0	3	0	1	0								
SN Referrals per month	97	91	97	59	70	0	0	0	0	0	0	0	
PT Referral	49	45	42	31	30								
PT only	12	6	7	3	4								
Total Referrals per month	109	97	104	62	74	0	446						
19 vs 20	-17	-7	3	-38	-38								

RE-VISITS	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 Re-visits							826	789	768	840	685	656
LPN Re-visits							110	132	104	94	90	89
PT Re-visits							318	261	308	357	292	310
OT Re-visits							65	58	51	70	85	77
Speech Re-visits							1	21	12	9	5	6
Total Re-visits per month							1320	1261	1243	1370	1157	1138

RE-VISITS	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020
SN Re-visits	630	548	746	643	678							
LPN Re-visits	72	62	59	70	52							
PT Re-visits	326	289	254	190	205							
OT Re-visits	50	42	61	58	61							
Speech Re-visits	0	1	4	1	4							
Total Re-visits per month	1078	942	1124	962	1000	0						

ATTACHMENT #4
BT ACTIVITY SHEET
BP1 (new) - 7/1/19 - 6/30/20

Page 1

Topic Color Codes

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

6/5	Webinar	Capital District – Public Health Emergency Preparedness Coordinators Meeting	J'nelle Oxford	Update - Regional
6/25	Webinar	Health Emergency Preparedness Coalition Quarterly Meeting – Mandated (Spoke about testing site and other response activities) mandatory	Dan Durkee	Update-Regional
6/30-7/2		Hotel Letter, poster, flyer, and report form for traveler referrals for travelers from hot spot states –distribution to hotels, resorts, campgrounds by email and delivery	Dan Durkee, Ginelle Jones, Pat Belden, COVID-19 County taskforce	Response
7/1		New Grant Year begins for Public Health EPR Program		
7/2		Press release – Notification of passengers traveling on Allegiant Air Flight to contact Warren County Public Health or local public health where they are.	Ginelle Jones, Pat Belden	

ATTACHMENT #4
BT ACTIVITY SHEET
BP1 (new) - 7/1/19 - 6/30/20

Page 2

Topic Color Codes

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

7/3		Passenger notification of 2 Allegiant Flights' from FL that had potential exposure to 3 Warren County COVID cases-	Ginelle Jones, Pat Belden, Public Health Staff	Response
7/3		Wrote exposure notification letters for passengers on 2 flights Out of state/missing info Passengers were emailed letters by Warren County, and referred to NYS to report to respective state Warren County passengers contacted by phone, offered testing, and placed in quarantine Residents of NYS counties were put on county lists and referred to county of residence with letters.		
7/13		Switched from Glens Falls Hospital staff conducting testing to Warren County Public Health staff	Jignasha Shah, Sarah Arnold, Alex Belden, Deanna Lebel	Response
7/14	Webinar	Monthly Regional BT Coordinators Meeting	Dan Durkee	Planning

ATTACHMENT #4
BT ACTIVITY SHEET
BP1 (new) - 7/1/19 - 6/30/20

Page 3

Topic Color Codes

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

7/14		Submitted 4 th Quarter Report to close out Public health EPR Grant Year BP 1 - New	Dan Durkee	
7/29	Webinar	Warren County EPR/LEPC Quarterly Meeting	Dan Durkee	Planning/Response
Ongoing	Office	COIVD-19 Response	Most Office staff	Response

Warren County Public Health Rabies Program July 2020

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																		
Chester				1														1
Glens Falls			2		1	1						1						
Hague					1													
Horicon																		
Johnsburg								1	1									
Lake George								2										
Lake Luzerne				1														
Queensbury						1	4											
Stony Creek																		
Thurman														1				
Warrensburg																		
Totals			2	2	2	2	7	3				1		1				1

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for July – 21

Specimens tested for rabies July- 6

Positive specimens for rabies- 1

People pre-approved for rabies post exposure treatment- 4

Rabies Clinics for July- 0

Next Rabies Clinic- To be determined

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

TRANSFERS FOR 2020 BUDGET

DATE: July 20, 2020

SIGNED: _____

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1.	A.4054.860	Preschool Program-Hospitalization Expense	A.4018.0020.860	Family Health-Hospitalization Expense	\$5,000.00
	A.4054.865	Preschool Program-Dental Expense	A.4018.0020.865	Family Health - Dental Expense	\$120.00
2.	A.4018.0030.130	Disease Program-Part time salaries	A.4018.0030.860	Disease Program-Hospitalization Expense	\$5,000.00
			A.4018.0030.865	Disease Program-Dental Expense	\$100.00
3.	A.4192.110	COVID 19 Additional-Full Time Salaries	A.4192.130	COVID 19 Additional-Part Time Salaries	\$8,500.00
	A.4192.120	COVID 19 Additional-Overtime Salaries	A.4192.130	COVID 19 Additional-Part Time Salaries	\$13,000.00
	A.4192.120	COVID 19 Additional-Overtime Salaries	A.4192.435	COVID 19 Additional-Medical Supplies	\$12,000.00
	A.4192.810	COVID 19 Additional-Retirement Expense	A.4192.435	COVID 19 Additional-Medical Supplies	\$1,800.00
	A.4192.830	COVID 19 Additional-Social Security Expense	A.4192.435	COVID 19 Additional-Medical Supplies	\$750.00
	A.4192.831	COVID 19 Additional-Medicare Expense	A.4192.435	COVID 19 Additional-Medical Supplies	\$175.00
				Total Transfers	\$46,445.00

1. To Transfer funds from Preschool Program to Family Health program to cover Health and Dental for Employee working both Programs.
2. To transfer funds from Part time salaries to Health and Dental all within the Disease program. Nurse benefits have changed and more than was budgeted for 2020.
3. To transfer funds within COVID 19 account to Part Time salaries to cover additional staffing needs and also to Medical Supplies for needed supplies such as PPE.

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. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: July 20, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **no**
- (b) Purpose of Contract: **To authorize a contract with Nora Rubado, Speech-Language Pathologist, to provide Speech Therapy services for Homecare and Preschool programs t the established current rates, including automatic renewal unless there is 30 days written termination notice by either party.**
- (c) Name of Contractor: **Nora Rubado**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach: **template**
- (g) Commencement Date of Contract: **8/21/2020**
- (h) Termination Date of Contract: **Automatic contract renewal, termination with 30 days written notice by either party.**
- (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 and services.**
- (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
2020 Budget**

*Effective 1/1/2020

Certified Home Health Agency- Home Care Patients

Region	Evaluation	Revisit	Meetings *Applies all contractors for mandatory and approved meetings
Region 1	\$70	\$55	\$40
Region 2	\$80	\$75	\$40

Early Intervention Services Only

Region	Evaluation	Revisit	Extended Visit With IFSP Approval	Supplemental Evaluations	Meetings Applies all contractors for mandatory and approved meetings
Region 1	\$50	\$50	\$70	\$117	\$40
Region 2	\$57	\$57	\$70	\$117	\$40

Preschool/ Committee Preschool Special Education (CPSE)/Approved IEP

Region	Basic Visit	Group Visit per CPSE Child	Meetings Applies all contractors for mandatory and approved meetings
Region 1	\$53	\$44	\$40
Region 2	\$60	\$44	\$40

Warren County Board of Supervisors

RESOLUTION NO. 567 OF 2019

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

AMENDING RESOLUTION NO. 287 OF 2016 - AUTHORIZING AMENDMENT AGREEMENTS TO INCREASE RATES WITH VARIOUS PHYSICAL, SPEECH AND OCCUPATIONAL THERAPISTS FOR REGION ONE AND TWO FOR THE HEALTH SERVICES DEPARTMENT

WHEREAS, Resolution No. 287 of 2016 authorized amendment agreements with various physical, speech and occupational therapists under the Long-Term Home Health Care (“LTHHC”) and Certified Home Health Agency (“CHHA”) Programs within the Warren County Health Services Department to adopt a schedule of payment for services based solely upon Region Two location for services, and

WHEREAS, the Director of Public Health/Patient Services has now recommended that, in addition to the above, the agreements with physical, speech and occupational therapists for services performed under the LTHHC and /or CHHA be amended to increase rates for services performed by various therapists in Region One and Two locations, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby amends Resolution No. 287 of 2016 is hereby amended to authorize Warren County to enter into amendment agreements with various physical, speech and occupational therapists, effective January 1, 2020 and automatically renewing upon the same terms and conditions, or until such time as the agreements are terminated by either party, at rates as set forth below for Region One and Two, with all other terms and rates remaining the same:

Certified Home Health Agency

Services	Rates - Region One	Rates - Region Two
Evaluation Visit	\$70.00	\$80.00
Revisit	\$55.00	\$75.00
Meetings	\$40.00	\$40.00

Early Intervention Services Only

Services	Rates - Region One	Rates - Region Two
Evaluation	\$50.00	\$57.00
Revisit	\$50.00	\$57.00
Extended Visit (with IFSP Approval)	\$70.00	\$70.00
Meetings	\$40.00	\$40.00
Supplemental Evaluations	\$117.00	\$117.00

Preschool CPSE/Approved IEP

Services	Rates - Region One	Rates - Region Two
Basic Visit	\$53.00	\$60.00
Group Visit (per child)	\$44.00	\$44.00
Meetings	\$40.00	\$40.00

Region One: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls, and
Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsbury, Lake Luzerne, Stony Creek
and Thurman, and be it further

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

RESOLVED, that all other terms and provisions of Resolution No. 287 of 2016 remain in full force
and effect.

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and

[REDACTED] SPEECH THERAPIST, having an address of [REDACTED] New York 12804 (the "Therapist").

WITNESSETH, that the parties hereto mutually agree as follows:

1. That the County hereby retains and the Therapist hereby provides services as a Speech Therapist for Warren County Health Services as a Certified Home Health Care Program, and Preschool Education Services Program as defined in New York State laws and regulations. These services will be provided for a term commencing January 1, 2020 and shall continue upon the same terms and conditions until such time as the agreement is terminated by either party in accordance with the terms of this agreement.

2. Services will be provided upon the following terms and conditions:

a. It is understood that the Therapist is qualified to provide Speech therapy services in New York State and agrees to retain all necessary licenses or registrations during the term of this agreement. Upon request, the Therapist agrees to provide the County with copies of professional licenses, registrations and verification of qualifications.

b. It is understood that the Therapist will provide services to patients who have been accepted for care only by Warren County Health Services and the Certified Home Health Care Program, Early Intervention Program and/or Preschool Education Services Program. The County requests the Therapist provide services; and the County retains the right to reassign patients to other contractors or its own employees.

c. The Therapist certifies that she is free from health impairment that is of potential risk to the County's patients, the patient's families, or County employees. The Therapist must show proof of immunization for Rubella, and in the case of Hepatitis B, proof of the immunization or a statement of her wish to decline such immunization. The Therapist shall provide an initial health status assessment prior to assuming patient care duties.

i. The County may require a yearly health status assessment be completed by the Therapist at any time.

ii. Upon request, the Therapist will provide the County with a written record of immunizations and clinical tests required by Federal, State or Local Law.

d. Both the County and the Therapist are required to provide care to a patient only in accordance with a plan of care prepared for that patient. She may be asked to consult with the patient's physician regarding the preparation or revision of the plan of care or with other County staff members. Services requested by the County and provided by the Therapist will be in accordance with the patient's plan of care and patient care policies established by the County as set forth in Appendix "A."

e. The Therapist shall submit to the County, clinical record entries for patients within one (1) week of each patient visit. It shall be the responsibility of the Therapist to prepare and submit pertinent recordings in the patient's file which shall be kept in the County's office. Recording in patient records and request for medical orders will be made in a timely manner. Therapist submission and County receipt of all documentation shall be in accordance with the terms set forth in paragraph 1 herein below.

f. It is understood that it is the responsibility of the County to control, coordinate and evaluate the care provided by the Therapist on an ongoing basis. This responsibility rests with the Director of Patient Services and/or the Supervising Nurses.

g. Working hours will be flexible according to the needs of the patient and family. The responsibility of scheduling visits as well as the coordination and periodic evaluation of patient care and treatment plan rests with the County and its Director of Patient Services.

h. Payment for Certified Home Health Care Agency, Long-Term Home Health Care Program, Early Intervention Program Services and Preschool Education Services Program Services are as follows:

- i. The Therapist will be paid an all inclusive fee as outlined in the following chart under this section to provide speech therapy services and treatment which fee shall include all transportation costs incurred by the Therapist, and no additional fees shall be requested hereof. It is understood that each visit will include direct speech therapy services to the patient, family instruction, as needed, evaluation and assessment of needs, record keeping and conferring with County personnel and physicians as required;
- ii. The County has been divided into two distinct regions as follows: REGION ONE: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls and REGION TWO: Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Lake Luzerne, Stony Creek and Thurman.

Certified Home Health Agency

Services	Rates - Region One	Rates - Region Two
Evaluation Visit	\$70.00	\$80.00
Revisit	\$55.00	\$75.00
Meetings	\$40.00	\$40.00
Early Intervention Services Only		
Services	Rates - Region One	Rates - Region Two
Evaluation	\$50.00	\$57.00
Revisit	\$50.00	\$57.00
Extended Visit (with IFSP Approval)	\$70.00	\$70.00
Meetings	\$40.00	\$40.00
Supplemental Evaluations	\$117.00	\$117.00

Preschool CPSE/Approved IEP

Services	Rates - Region One	Rates - Region Two
Basic Visit	\$53.00	\$60.00
Group Visit (per child)	\$44.00	\$44.00
Meetings	\$40.00	\$40.00

i. At the request of the Director of Patient Services, the Therapist shall attend any in-service education meetings which are felt to be necessary for the implementation of the speech therapy services. The meetings may be arranged for the purpose of policy formation, staff meetings, Professional Advisory Committee meetings and Utilization Review Committee meetings. The Therapist will attend and be reimbursed at a rate of Forty Dollars (\$40) per meeting.

j. The County assumes total responsibility for billing applicable insurance and/or other appropriate sources to the extent provided and/or allowed under law, for visits and services provided by Therapist under this agreement.

k. Reimbursement for services will be provided on a semi-monthly basis upon submission of a completed voucher which lists the date the visit was made, name of patient to whom visit was made and the fee for service to be paid. This voucher must be submitted in accordance with the terms set forth in paragraph m below on or before the 1st and 3rd Fridays of the month following the month in which the visits were made. The County reserves the right to withhold Therapist payments until such time as appropriate patient documentation and plan of care information has been received. All documentation must be submitted by January 10th for the prior year's visits in order to be paid.

l. It is understood that the County may, at its sole option, accept documentation of on-site patient care and service data entry by either of two methods; 1) paper format (clinical records, forms and vouchers), and/or 2) electronically through a County provided laptop computer. If the County elects to electronically receive documentation of on-site patient care and service data, it shall furnish and the Therapist agrees to use a County owned laptop as follows:

- i. provision of a County owned laptop to the Therapist shall be for the sole use of health services patient care documentation and administrative matters relating to services provided Warren County;
- ii. the Therapist shall be responsible for any loss or damage to the laptop from the time the Therapist takes possession of the laptop through the time the laptop is returned to the County; and
- iii. the Therapist shall maintain professional standards in the protection of patient records and data and shall comply with the computer usage agreement attached hereto as Appendix "B."

m. If the County requires the Therapist to submit paper format documentation in accordance with paragraph l hereinabove, the Therapist shall be paid an amount of Fifteen Dollars (\$15) per visit for Outcomes & Assessment Information Set (OASIS). No OASIS fee visit will be due to the Therapist for laptop documented services. Additionally, if the Therapist is assigned a County owned laptop computer, the Therapist shall be paid an amount of \$40.00 per hour for computer program training offered by the County, at the County's option for an amount not to exceed Eight Hundred Dollars (\$800).

n. The County at its sole option, may make available for use by the Therapist a County owned ultrasound machine, which may be made available to Therapist for use relating solely to services to be performed under the agreement, on an "as available basis" in accordance with

procedures established by the Director of Public Health/Patient Services or her designee, including but not limited to, reservation schedule and other administrative matters. The Therapist shall be responsible for any loss or damage to the ultrasound machine from the time the Therapist takes possession of the ultrasound machine through the time the ultrasound machine is returned to the County.

o. The Therapist shall maintain professional liability insurance of \$1,000,000 per occurrence/\$3,000,000 aggregate and Indirect Sexual Misconduct Insurance of \$25,000 aggregate for the entire term of this agreement covering all acts performed by the Therapist pursuant to this agreement and shall deliver a Certificate of Insurance evidencing such coverage to the Warren County Attorney's Office. In the event that the insurance expires during the term of this agreement, the Therapist shall provide an updated Certificate to the County Attorney's Office, 1340 State Route 9, Lake George, New York 12845.

p. The Therapist represents that the work under this agreement does not involve the employment of employees. If the Therapist shall employ employees, this Agreement shall be void and of no effect unless throughout the life of the Agreement, the Therapist shall secure compensation insurance and disability insurance, if and as may be necessary, for the benefit of such employees engaged under this Agreement as they are by law required to be insured by provisions of the Workers' Compensation Law.

q. It is intended by both the Therapist and the County that the Therapist status be that of an independent contractor, and that nothing in this agreement be construed to create an employer/employee relationship between the Therapist and the County. The Therapist retains control, and the right to exercise professional judgment over the manner and means by which Speech therapy services will be provided to designated County patients.

r. The Therapist agrees to the following terms and conditions, and acknowledges that these requirements are set forth as part of the Therapist's status as an independent contractor under the agreement:

- i. the Therapist agrees to purchase, maintain and display during patient visits an official picture identification tag indicating his/her professional designation, and upon entering any patient's home, identify self by name and state the independent services to be provided on behalf of Warren County;
- ii. the Therapist agrees to maintain at all times professional dress code during patient visits;
- iii. the Therapist understands and agrees that County office equipment, (i.e. copier, phone) or office space are not available for use by the Therapist; and
- iv. that Therapist shall remain in compliance with all applicable Federal and/or State laws, rules and regulations during the term of this agreement.

s. The County agrees not to withhold from payments provided in the completion of the items in this agreement, any sums for State or Federal Income Tax, Unemployment Insurance, or Social Security Insurance (FICA). The Therapist understands that such insurance and tax payments are the sole responsibility of the Therapist. The Therapist will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

t. The Therapist represents and warrants that neither she, nor her employees or contractors, are excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. §1320-a-7b(f) or in any other government payment program. In the event Therapist is excluded from participation or becomes otherwise ineligible to participate in any such program during the term, Therapist will notify the Director of Public Health/Patient Services in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Therapist, the Director of Public

Health/Patient Services, on behalf of Warren County, reserves the right to immediately cease contracting with the Therapist. If Therapist is an Employment Agency, the Therapist represents and warrants that her employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. §1320a-7b(f) or debarred from participation in any federal or other program. The Therapist further represents and warrants she will, at a minimum, check monthly all of her employees and subcontractors against:

- i) The General Services Administration's Federal Excluded Party List System (or any successor system);
- ii) The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list;
- iii) The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, the Therapist will notify the Director of Public Health/Patient Services in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Therapist, the Director of Public Health/Patient Services on behalf of Warren County reserves the right to immediately cease contracting with the Therapist.

u. If the Internal Revenue Service or any other governmental agency questions or challenges the Therapist's independent contractor status, it is agreed that both the County and the Therapist shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

v. The County retains the right to contract with other independent contractors for services the same as or similar to those provided by the Therapist, or to provide such services to its patient through its employees. The Therapist retains the right to provide Speech therapy services directly or indirectly through contract with another agency to persons who are not patients of the County.

w. The County shall, from time-to-time, monitor the performance of services by the Therapist to ensure that the County is receiving the result for which it has contracted, namely the provision to designated patients of Speech therapy services consistent with professional standards of care, the patient's plan of care, and regulations of the New York State Health Department. Assessment of the Therapist's performance under this Contract shall be done by the Director of Patient Services or the Director's designee.

x. The Therapist may not assign her rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this agreement without the prior written consent of the County.

y. Any patients exhibiting a positive HIV Test Result or positive AIDS Test Result must be kept confidential unless authorized to be revealed by written patient consent.

z. The Therapist agrees to abide by Business Associate Agreement regarding protected health information attached hereto as "Appendix C."

aa. This agreement shall be effective January 1, 2020 and shall continue upon the same terms and conditions, or until such time as the agreements are terminated by either party and the agreement can also be terminate at any time by either party giving to the other at least thirty (30)

calendar days prior written notice of termination. However, in the event the Therapist defaults in the performance of any obligations bestowed upon by law or this agreement to the Therapist, the County may immediately terminate the agreement effective upon written notice at any time.

bb. The Therapist shall maintain records of all financial transactions with the Certified Home Health Care Program and Preschool Programs. All records shall be kept in accordance with sound accounting practices and shall be made available to the State Department of Health for inspection or audit upon request of the Department.

Until the expiration of six (6) years after the furnishing of the services provided under this Agreement, the Therapist will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives upon request, this agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.

cc. To comply with New York State Regulations, the parties include the following provisions, notwithstanding any other provisions in this contract, the Certified Home Health 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;
- (iii) ensuring adherence to the plan of care established for patients; and
- (iv) provider shall at all times comply with Title 10, Article 7, Section 763.13 of the New York Codes, Rules and Regulations.

dd. To the fullest extent permitted by law, the Therapist shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Therapist's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Therapist's work or from any of the acts or omissions on the part of the Therapist, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Warren County and the Therapist shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

ee. Any type of Sexual Harassment is against Warren County policy and is unlawful. The Therapist acknowledges and agrees that is has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The Therapist shall follow the policy in its entirety. If a complaint does arise, the Therapist is to notify Warren County promptly. To the fullest extent permitted by law, the Therapist shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting for the Therapist and/or agent's breach of this policy.

ff. 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 Therapist 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 and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

gg. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the agreement, to the extent the Courts have determined practical shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

3. The Contract Documents consist of the following: this Agreement; Appendix "A;" Appendix "B;" Appendix "C;" proof of required insurance as noted in paragraph o; and Resolution No. 567 of 2019. These documents form the Contract, and are attached to this Agreement with the exception of subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

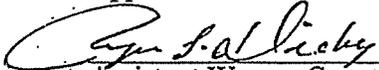
4. This Agreement constitutes the full understanding of the parties and may not be changed or amended except by further written agreement. This agreement may be executed by each party signing or executing multiple copies thereof, or separate copies thereof, so long as the same are identical and each party executes at least one (1) copy. All copies of this agreement executed by the parties shall be considered one and the same agreement so long as at least one (1) copy of the agreement is executed by each party.

5. In the event that this contract should be for a term beyond the current fiscal year, it is understood by and between the parties hereto that this agreement shall be deemed executory for such period and the County shall have no liability on account of this contract beyond funds appropriated and made available for the contract in each fiscal year.

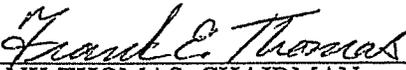
6. No assignment of this Agreement may occur without consent of the County and the County shall not be deemed obligated to this Agreement until such time as a resolution has been adopted by the Board of Supervisors and this Agreement has been signed by the Chairman of the Board of Supervisors for the County.

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: 
FRANK THOMAS, CHAIRMAN
Board of Supervisors

Date 1/30/20

SPEECH THERAPIST

By: 

Date: 2/11/2020

APPENDIX "A"

GENERAL POLICIES:

Speech therapy services are provided by a licensed and currently registered Speech therapist. The Speech therapist shares her specialized knowledge and skills with the doctor, the nurse and others involved in health services to provide intermittent Speech therapy services to patients in their place of residence.

RESPONSIBILITIES OF THE SPEECH THERAPIST:

The Speech Therapist shall be directly responsible to the Supervising Nurse and in her absence, the Director of Patient Services.

The Speech Therapist shall function in accordance with the physician's plan of treatment and the policies of the County.

The Speech Therapist shall perform the following tasks as appropriate for optimum patient care:

- a. Evaluate patient's needs and potentialities in order to develop patient's maximum communication abilities.
- b. Apply Speech Therapy procedures to patients in all age groups to remediate impaired Physical, language and communication skills.
- c. Establish a program of treatment indicating purpose and goals of therapy.
- d. Act as a consultant, teaching and demonstrating the application of Speech therapy techniques to patients, family members, nurses and/or home health aides.
- e. Communicate and coordinate with the attending physician regarding the implementation of the plan of care or health status.
- f. Participate in regularly scheduled patient care conference and in-staff education programs.
- g. Coordinate the rehabilitation plan of treatment into the total patient care plan including the request for the initial orders and renewal of medical orders.
- h. Keep the Supervising Nurse and, in her absence, the Director of Patient Services, informed of patients' needs, staff relationships and involvement with the implementation of the Speech therapy program.

SPEECH THERAPY RECORDS - PRESCRIPTION & CLINICAL RECORD:

- a. Each visit shall be recorded and filed in the County in the patient's record within the week.
- b. The Speech therapist is responsible for recording and signing all visits made by her.
- c. On all visits made with the nurse, the Speech Therapist records the evaluation,

- goal, treatment plan, observations and impressions.
- d. When exercise programs are indicated, the Speech Therapist will prepare written instructions for the patient and insert a copy to the patient record. All instructions will be signed and dated by the Speech Therapist.
 - e. The designated prescription, when completed in full and signed by the physician, will constitute his plan for treatment and prescription for Speech therapy services. Prescription should include request for evaluation of Speech, language or swallowing disorders.
 - f. Incomplete prescriptions shall be discussed with the physician by the Speech Therapist, either in person or by telephone. The Speech Therapist may assist the physician in completing the form, but the complete form must be dated and signed by the patient's physician before it can be considered to constitute a prescription and plan of treatment.
 - g. The prescription will be valid for no longer than sixty-two (62) days.
 - h. The prescription and plan of treatment is required to be reviewed at two (2) month intervals by the physician. The Speech Therapist will bring to the attention of the physician changes in the patient's condition which indicate a need for altering the treatment or for terminating services.
 - i. At the time of renewal, the Speech Therapist must report to the physician the progress of the patient and other pertinent data. The renewal should be reviewed with the nurse and may include her comments if nursing is a part of overall patient care.
 - j. Patients receiving Speech therapy service are expected to be seen by the physician at least every six (6) months. If, in the judgment of the Speech Therapist, more frequent medical supervision is indicated for appropriate Speech therapy, this should be discussed with the physician by the Speech Therapist.
 - k. All clinical records must be kept until age 21 and for six (6) years.
 - l. A procedure that is ordered by a physician that appears to be either detrimental or potentially detrimental will be discussed with the attending physician. If further questions arise, the case will be referred to the Supervising Nurse and the Director of Patient Services.

PROCEDURE FOR SPEECH THERAPY REFERRALS:

When it is felt that Speech therapy is needed for a patient, the following procedures will be followed:

- a. The nurse or Speech Therapist will contact the physician to determine if he desires Speech therapy services for his patient.
- b. If the physician wishes Speech therapy services, the Speech Therapist will request the physician to complete the designated prescription form. An initial visit may be made on verbal orders from the patient's physician. The prescription form must be completed as soon as possible following receipt of a verbal order from the physician.
- c. The Speech Therapist will check with the physician if the prescription has not been received prior to any subsequent visit.

SPECIFIC POLICIES:

SPEECH THERAPY SERVICES:

a. Functions of the Speech Therapist:

An Speech Therapist administers Speech therapy to patients under the specific direction of a licensed physician according to his prescription and plan of treatment. The Speech Therapist demonstrates and teaches communication techniques to community health nurses and auxiliary personnel and instructs other persons responsible for home care of patients.

The Speech Therapist participates in or provides:

1. Education and training programs.
2. Consultation to the administration of agencies regarding Speech therapy services.
3. Studies and demonstrates programs being conducted within his/her area.

b. Speech therapy services are provided to accomplish the following goals:

1. Develop or restore Speech skills.
2. Psychological support to patient.
3. Promote patient and family involvement in plan or care to encourage total independence of the therapy program.

c. Plan for treatment and goals are accomplished by:

1. Performing evaluation tests in order to determine patient's Speech and language deficiencies.
2. Giving therapy to correct Speech deficiencies.
3. Using appropriate therapeutic materials which are functional in helping the patient communicate in his/her daily life.
4. Providing Speech stimulation appropriate to the patient's functioning level.
5. Teaching the patient to use rehabilitation materials for independent study.
6. Encouraging the patient to use newly acquired Speech skills during daily life.

POLICIES REGARDING NURSE PARTICIPATION IN THE SPEECH THERAPY PROGRAM:

- a. Initial treatment shall be demonstrated by the Speech Therapist to a member of the public health nursing staff and to a family member or other person participating in the patient's care if necessary. If indicated, family members will

be instructed in those therapeutic procedures allowed by the physician.

- b. When indicated, the nurse shall make interim visits to patients for follow-up of recommended rehabilitative procedures.
- c. Periodically, the Speech Therapist and the nurse and all others involved shall review the patient's status and treatment plan to determine need for change or termination of the program.
- d. The Speech Therapist and the nurse and all others will review the plan for treatment with the physician at least every two (2) months and obtain his/her recommendations.
- e. When the Speech Therapist is involved, as well as the Home Health Aide, the Speech Therapist will provide supervision.

HHA PARTICIPATION IN SPEECH THERAPY PROGRAMS WITH A PATIENT
REQUIRING SPECIAL CARE BY THE HOME HEALTH AIDE IN SPEECH THERAPY
PROCEDURES:

Written and on-site instruction will be provided by the Speech Therapist. The written Speech program prepared for the patient and/or family will be a guideline for the Home Health Aide Patient Care Plan. A copy of the program will be included in the patient's record. Ongoing supervision will be provided by the Speech Therapist and the Public Health Nurse. The Speech Therapist needs to coordinate the frequency of aide supervision with the primary care nurse of any given patient or the Supervising Nurse.

APPENDIX "B"

Computer Usage Agreement

Warren County provides laptop computer possession and patient services program access to therapists for County contracted services use only and the parties agree that the following terms of use shall apply:

- Warren County reserves the right to monitor and record computer usage of all therapists.
- All laptop computer usage is to be for documentation of on-site patient care and service data entry for services provided under the terms of the agreement.
- There shall be no use by any person other than the Contractor.
- Confidential patient information will not to be transmitted without proper "PGP" Disk encryption.
- Only applications approved by Health Services will be installed on the computers.
- Therapist may not disable, change, or bypass any protective settings implemented by the County.
- Therapist must report all questionable incidents to Health Services Department Head as soon as possible.
- Therapist agrees to be responsible for the Physical security of the laptop and agrees to take all reasonable measures for preventing its theft or loss.
- Therapist agrees to cooperate with the laptop maintenance schedule, as set forth by the Health Services Department.
- Therapist agrees to connect to the County program no less than every two weeks to ensure that applicable program/security updates have been installed.
- Therapist agrees that all passwords it uses will meet or exceed the standards defined by the NYS Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) in the publication PO3-002 V2.1 Information Security Policy.

It is agreed that the NYS Office of Cyber Security requires the following must be met:

1. Passwords are not to be written down or stored in an unencrypted form
2. Temporary passwords must be changed upon first use
3. Passwords must be a minimum of 8 characters in length
4. Passwords must be changed at least every 90 days
5. A password cannot be reused for a minimum of one year
6. Passwords must also meet the following requirements:
 - They do not contain all or part of the user's account name or common word.
 - Passwords must contain characters from each of the following 3 categories:
 - English uppercase characters (A through Z)
 - English lowercase characters (a through z)
 - Base 10 digits (0 through 9)

APPENDIX "C"

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between Warren County (the "Covered Entity"), and CHRISTINE MCGLAUF LIN (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 Christine McGlaufflin.

(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 Mary Elizabeth Kissane, Warren County Attorney, Warren County Municipal Center, 1340 State Route 9, 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

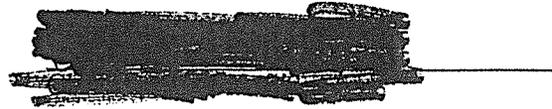
This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

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

Business Associate: CHRISTINE MCGLAUF LIN

County of Warren

By: Frank E. Thomas
Frank Thomas, Chairman
Warren County Board of Supervisors

A large, dark, rectangular redaction mark covering the signature area of the second party.

Warren County Health Services - Division of Home Care
2019 Revenues

Source: LOGOS Detail General Ledger 01/01/2019 - 12/31/2019

Account	Description	Amount	
A.4010 1610	CHHA	\$3,658,898.65	
A.4016 1602	LTHHCP	\$0.00	
A.4018 0020 1612	MCH	\$71,687.86	\$2,893,380.81
A.4018 0030 1613	Immunizations	\$83,600.65	
A.4018 0030 1615	TB	\$1,230.00	
A.4018 0030 1619	Rabies	\$5,672.00	
A.4018 0040 1617	Health Education	\$3,012.00	
A.4054 1603	Preschool	\$72,027.47	
A.4054 0060 1604	EI	\$99,280.28	
A.4010 2655	Minor Sales, Other	\$357.75	
A.4010 2680	Insurance Recoveries	\$5,122.97	
A.4010 2705	Gifts and Donations	\$0.00	
A.4010 2770	Other	\$0.00	
A.401834300 3426	DSRIP Engagement Funds	\$45,566.31	
A.4016 2680	Insurance Recoveries	\$0.00	
A.4018 0020 2680	Insurance Recoveries	\$0.00	
A.4013 2665	Sale of Equipment	\$0.00	
A.4013 2680	Insurance Recoveries	\$0.00	
A.4013.2714	Grants local businesses	\$0.00	
A.4013.2770	Other revenue	\$0.00	
A.4018.0030.2665	Sale of Equipment	\$0.00	
A.4018.0030.2680	Insurance Recoveries	\$0.00	
A.4018.0030.2716	Grants other sources	\$0.00	
A.4054 2655	Minor Sales, Other	\$10.00	
A.4054.0060.2655	Minor Sales, Other	\$66.00	
A.4010 3401	CHHA	\$0.00	
A.4011 3409	PHCP - Admin	\$0.00	
A.4010 3426	CHHA - DSRIP Funds	\$0.00	
A.4011 3446	PHCP - Admin	\$0.00	
A.4013 3403	WIC	\$3,742.93	
A.4016 3410	LTHHCP	\$0.00	
A.4018 3404	Community Health Assmt	\$253,345.34	
A.4018 0020 3403	Family Health	\$0.00	
A.4018 0020 3406	Family Health	\$14,873.85	
A.4018 0030 3407	Disease Ctrl	\$210,829.19	
A.4018 0040 3408	Health Ed	\$111,520.42	
A.4018 0050 3412	Tobacco	\$0.00	
A.4025 3425	Labs	\$0.00	
A.4054 3277	Preschool	\$1,944,228.72	
A.4054 0060 3278	EI	\$352,491.94	
A.4189 3301	Bio Terrorism-State	\$0.00	
A.4013 4403	WIC	\$1,058,200.76	
A.4018 0020 4452	CSHCNP	\$20,299.00	
A.4018 0020 4457	Lead	\$17,363.00	
A.4018 0030 4407	Dis Ctrl Federal Stimulus	\$0.00	
A.4054 0060 4447	EI	\$0.00	
A.4054 0060 4451	EI Admin	\$19,787.00	
A.4054 4277	PS - Federal Stimulus	\$0.00	
A.4189 4401	Bio Terrorism - Emergency Preparedness	\$38,037.62	
A.4190 4401	Ebola	\$0.00	
	TOTAL	\$8,091,251.71	
		\$8,091,251.71	
		\$0.00	