

**Warren County Health Services
Health Services Committee
AGENDA FOR
November 23, 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,

- I. **Committee meeting called to order by Chairperson**
- II. **Motion to approve the minutes of the October 19, 2020 Committee meeting.**
- III. **Action Agenda/New Business**

Request Resolution: 1	To authorize a contract with Karin Fine, dba Karin Fine, Licensed Clinical Social Worker, to provide services for Preschool program at the established current rates, including automatic renewal unless there is 30 days written termination notice by either party. (Attachment #1)
Rationale:	Health Services continues to need service providers to serve the department's pediatric population. The agency must have the capacity to accept referrals and provide services. These preschool services are + billable and revenue generating. CPSE services receive 59.5% reimbursement.

Request Resolution: 2	To amend the Health Services Table of Organization to delete the Public Health Program Manager (Grade 21; Annual Salary \$50,816) and create the Business Specialist Position (Grade 18, Annual Salary \$46,492). (Attachment # 2)
Rationale:	Since the resignation of the PH Program Manager, Health Services has worked with Civil Service and Human Resources to create a position to better fit the needs of the agency. This position will be tasked with our agency's electronic medical record, grants, business management, and contracts.

Request Resolution: 3	To approve filling full time Business Specialist, Grade 10, annual salary \$46,492, effective 12/21/2020. (Attachment # 3)
Rationale:	This position will be tasked with our agency's electronic medical record, grants, business management, and contracts. The position is eligible for state aid reimbursement (36%).

Request Resolution: 4	To approve filling full time Registered Professional Nurse #39, Grade 19, annual salary \$47,523, vacant due to resignation on 11/17/2020. (Attachment # 4)
Rationale:	Nursing position is needed and our department is in continuous recruitment. This position is revenue generating, based on insurance reimbursement.

Request Resolution: 5	To approve filling part time Public Health Assistant (24hrs/wk), Grade 10, prorated to \$18.09/hr, a position created in the 2021 budget, effective 1/1/2021. (Attachment # 5)
Rationale:	Position is in the 2021 approved budget and authorization is needed to fill the position.

Request Resolution: 6	To approve filling full time Senior Account Clerk #3, Grade 7, with annual salary of \$33,600, approved in the 2021 budget, effective 1/1/2021. (Attachment # 6)
Rationale:	Position is in the 2021 approved budget and authorization is needed to fill the position.

Request Resolution: 7	To authorize carrying over all remaining 2020 accrued leave balances as of December 31, 2020, including Vacation, Vacation Carryover, Float Holidays, Personal Time, and Days in Lieu Of, with exception of Cancer Screening, to 2021 accrual balances to be available through 12/31/2021 for Assistant Director of Homecare, Assistant Director of Public Health, and Director of Public Health and Patient Services. (Attachment # 7)
Rationale:	With Covid, Health Services' administrative staff have not had the opportunity to utilize accrued time.

Request Resolution: 8	Request to amend 2020 county budget. (Attachment #8)
Rationale:	Tawn Driscoll, Fiscal Manager, will be available during the meeting to discuss.

Request Resolution: 9	Request to amend 2020 county budget. (Attachment #9)
Rationale:	Tawn Driscoll, Fiscal Manager, will be available during the meeting to discuss.

Request Resolution: 10	Request to transfer funds in 2020. (Attachment #10)
Rationale:	Tawn Driscoll, Fiscal Manager, will be available during the meeting to discuss.

IV. Information for Discussion/Review

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

Please see **Attachment #11**. 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 #12**.

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

Status of Referrals

Please see **Attachment #13** for the report.

Emergency Response and Preparedness

Please see **Attachment #14** for the report.

Rabies Report:

Please see **Attachment #15** for the report.

Meeting Authorizations:

V. Referral/Pending Items

There are no pending items at this time.

VI. Privilege of the floor to discuss any additional items to come before Committee (Please allow 15 second delay on live stream meetings)

1. NYSDOH CHHA Survey 10/26-28
2. CHHA Electronic Medical Record Update
3. COVID19 Update
4. Influenza Clinics **(Attachment #16)**

VII. Motion to adjourn the Health Services Meeting

Attachments:

1. Resolution Request- Preschool Contract Licensed Clinical Social Worker
2. Resolution Request: Create a Position- Business Specialist
3. Resolution Request: Intent to Fill Full Time Business Specialist
4. Resolution Request: Intent to Fill Full Time Registered Professional Nurse #39
5. Resolution Request: Intent to Fill Part Time PH Assistant
6. Resolution Request: Intent to Fill Full time Senior Account Clerk #3
7. Resolution Request: Transfer Leave Accrual Balances to 2021
8. Resolution Request- Budget Amendment #1
9. Resolution Request- Budget Amendment #2
10. Resolution Request- Budget Transfer
11. Report of Expenditures, Revenues, Overtime and Per Diem Use
12. Revenue and Expense Comparison Report for 2019 vs 2020
13. Report of Referrals Status
14. Emergency Response and Preparedness Activities Report
15. Rabies Report
16. Appointment Only Influenza Clinic

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: **Health Services**

DATE: **November 23, 2020**

- (a) Is this a Result of a Bid or Request for Proposal? **no**
- (b) Purpose of Contract: **To authorize a contract with Karin Fine, dba Karin Fine, Licensed Clinical Social Worker, to provide services for Preschool program at the established current rates, including automatic renewal unless there is 30 days written termination notice by either party.**
- (c) Name of Contractor: **Karin Fine**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach: **attached**
- (g) Commencement Date of Contract: **12/21/2020**
- (h) Termination Date of Contract: **Automatic annual renewal unless 60 day written termination notice is rendered by 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. **Voucher and all required documentation has been submitted**)
- (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

**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, Johnsburg, 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 "Municipality"), and

_____, a domestic business corporation organized and existing under the Laws of the State of New York, having its principal offices at 439 East River Drive, Lake Luzerne, New York 12846 (the "Provider"), is for the provision of educational and/or health supportive services under the Early Intervention and/or Preschool Children with Disabilities Programs pursuant to Section 4410 of the New York State Education Law.

WHEREAS, "Board" shall mean:

1. a Board of Education as defined in Section 2 of the New York State Education Law; or
2. trustees of a common school district as defined in Section 1601 of the New York State Education Law, and

WHEREAS, "Commissioner" shall mean the Commissioner of Education of the State of New York and/or Commissioner of Health, and

WHEREAS, the Provider warrants that it can meet the needs of children with disabilities placed in its approved program under Section 4410 of the New York State Education Law and in compliance with the Regulations of the Commissioner, and shall comply with all applicable Federal, State and local laws, and

WHEREAS, the Provider has been approved by the Commissioner to provide special education services in accordance with Section 4410 of the New York State Education Law and the Regulations of the Commissioner, and

WHEREAS, Section 4410 of the New York State Education Law requires a contract, in a form approved by the Commissioner, between the Municipality and the Provider of the approved program(s) selected by the Board,

NOW, THEREFORE, in order to make available those services to children with disabilities placed under Section 4410 of the New York State Education Law as determined by the Board, the parties hereto mutually agree as follows:

1. The Provider shall provide, speech therapy and other appropriate services for children with disabilities as specified by the Board of Education.
2. The Provider shall provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children.
3. The Contract Documents consist of the following: this Agreement; Schedule "A;" proof of required insurance as noted in paragraph 11; and Resolution 213 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. All financial arrangements for services under this contract shall be between the Municipality and Provider in accordance with the provisions of paragraph 5 of this contract. The Provider shall be responsible for the delivery of appropriate services provider may employ. The Municipality retains the right, where legally permissible, to bill an appropriate third party insurance and/or Medicaid Provider.

5. The Municipality, in accordance with the provisions of the contract, shall reimburse the Provider for expenditures made for contracted services as follows:

- A. Such payments shall be at the rates approved for CPSE services, and for amounts not to exceed the statutory provisions governed by the Commissioner of Education and/or Commissioner of Health. The rate for services shall be the amount established for such purpose by the Commissioner and certified by the Director of the Budget of the State of New York. Such payments shall be made pursuant to Section (3.C) of this contract.
- B.
 - i. The Provider shall submit a voucher to the Municipality for services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly (not less than monthly nor more than quarterly); and
 - ii. In the event of notification by the Commissioner of an official rate change, the Provider shall submit a voucher to the Municipality for any additional payment due to a rate increase or shall notify the Municipality of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- C. The Municipality shall reimburse the Provider for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Provider. No payment shall be required to be made by the Municipality prior to receipt of Notification of Determination of Placement as specified by State Education Law and/or New York State Department of Health Regulations. The Municipality shall pay for the services provided pursuant to such Notification commencing with the date of enrollment prescribed therein.
- D. No parent or any other person shall be required or requested to make any payment for tuition in addition to the payments made by the Municipality pursuant to this contract.
- E. All claims for payment made to the Municipality by the Provider shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the Municipality.

- F. i. The Provider shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the Provider for nine (9) years after the school year in which services have been provided;
- ii. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the Board, the Municipality where the Provider is located, the State of New York, acting through the Education Department or the Office of the State Comptroller, Federal and other personnel duly authorized by such Municipality. In addition, such Municipality shall make available any and all copies of such documents to such other Municipalities as may contract with the Provider; and
- iii. The Provider shall furnish with the voucher required under Section 3(B) of this agreement the following information for all medicaid eligible children enrolled in its program(s) pursuant to Section 4410 of the Education Law:
- (a) dates of preschool child received Special Education Services; and
 - (b) copy of the child's Individual Education Plan (IEP) or Individual Family Service Plan.

G. In the case of Health Supportive Services, the Provider shall obtain from the parent or person in parental relationship to the medicaid eligible child and/or the child eligible for third party insurance coverage and receiving services pursuant to Section 4410 of the Education Law:

- i. written consent to enable the Provider to release educational records of the child to local, State and Federal agency representatives for the sole purpose of claiming reimbursement under applicable insurance and/or the Medical Assistance Program and provided to the Municipality as requested; and
- ii. The Client Identification Number (CIN) and any other relevant information that may be necessary to bill Medicaid or a third party insurance carrier where legally permissible. Such information shall be submitted to the Municipality in conjunction with the voucher required under Section 3(B) of this agreement.

6. The Provider will maintain the standards set forth by the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that failure to do so shall render this contract void, in which case the Provider shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the Municipality any

amounts already received for that portion of such school year.

7. The Municipality and Provider shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information.

8. This contract shall commence on May 16, 2019 and terminate May 15, 2020, with automatic renewals unless terminated by either party upon thirty (30) days notice; provided, however, that this agreement shall be deemed to have terminated at any time as the Commissioner withdraws approval for the Provider to provide services or programs for children with disabilities. Should the Provider be requesting termination of this contract based on the Provider's intent to cease operation, all specific close down procedures shall be followed by the Provider in accordance with the Regulations of the Commissioner. Written notice of any such termination shall be provided to the Municipality and the Board(s) by the Provider not less than thirty (30) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Provider shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

9. All agreements between Provider and subcontractors shall be by written contract. All subcontracts entered into by the Provider relative to the purchase of services pursuant to the contract shall be written in accordance with all Federal and State laws, regulations and guidelines and shall be as disclosed on the application to the Commissioner for program approval. No provision of any such subcontract shall be deemed to provide for the incurrence of any financial obligation of the Municipality in addition to the established tuition rates. Any arrangements entered into by a Provider with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The Provider shall not be relieved of any responsibility under this contract by any subcontract.

10. The Provider shall not assign this contract without prior written approval of the Board and Municipality which approvals shall be attached to this contract as an amendment. Any consent shall not waive the municipality's right to enforce any part of this agreement.

11. The Provider shall provide the Municipality with Certificates of Insurance showing the following insurance is in place: Professional Liability Insurance (\$1,000,000 occurrence/\$2,000,000 aggregate).

12. In the event the Commissioner withdraws approval for the operation of any program or service authorized to be provided by this Agreement, such action shall constitute an immediate amendment to this contract removing inclusion of such program. In the event that the Provider intends to cease operation of any or all programs or services, the Provider shall give written notice of such intention to the Municipality and the Board(s) not less than thirty (30) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract.

13. This contract is subject to and shall comply with all applicable provisions of Federal and New York State laws or regulations. This contract shall be governed by the Laws of the State of New York. It is understood that the Therapist is qualified to provide speech/language 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.

14. 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.

15. The Provider, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that its agents will neither hold themselves out as nor claim to be officers or employees of the County of Warren, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County of Warren, including, but not limited to, Workers' Compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.

16. To the fullest extent permitted by law, Contractor 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 Contractor's agents, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of the Contractor, 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.

Contractor shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Warren County, its boards, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

Any type of Sexual Harassment is against Warren County policy and is unlawful. Provider/Contractor acknowledges and agrees that it 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. Provider/Contractor shall follow

the policy in its entirety. If a complaint does arise, Provider/Contractor is to notify Warren County promptly. To the fullest extent permitted by law, Provider/Contractor 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 Provider/Contractor and/or agent's breach of this policy.

17. This Agreement shall be void and of no effect unless throughout the life of the Agreement, the Provider shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by provisions of New York State Law.

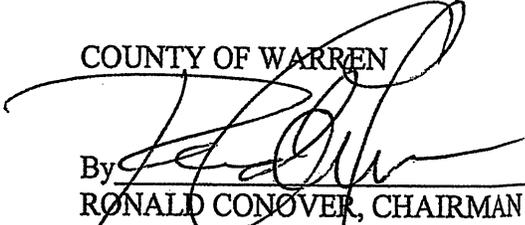
18. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount. All parties further acknowledge that the payment amount listed in the resolution is not controlling, if the contract payment amount is a lesser amount of than what is stated in the resolution.

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 CONOVER, CHAIRMAN
Board of Supervisors

Date 10-15-19

Date 10/18/19

SCHEDULE "A"
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and
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 ("E PHI"); and

WHEREAS, as a result of their access to and Use and Disclosure of PHI and E PHI, 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 E PHI; 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 E PHI; 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 **BOGSTED, THERESE for FREEDOM TORCH CONSULTING, INC.**

(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 Contractor 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 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: **BOGSTED, THERESE** for **FREEDOM TORCH CONSULTING, INC.**

By _____

By: 

Print Name _____

Print Name: RONALD F. CONOVER

Title: _____

Title: CHAIRMAN, Board of Supervisors

Warren County Board of Supervisors

RESOLUTION No. 213 OF 2019

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

AUTHORIZING AGREEMENT WITH BOGSTED, THERESE FOR FREEDOM TORCH CONSULTING, INC. TO PROVIDE COMMITTEE PRESCHOOL SPECIAL EDUCATION (CPSE) SERVICES TO ELIGIBLE WARREN COUNTY CHILDREN

RESOLVED, that Warren County enter into an agreement with Bogsted, Therese for Freedom Torch Consulting, Inc., 439 East River Drive, Lake Luzerne, New York 12846, to provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children, for a term commencing May 16, 2019 and terminating May 15, 2020, with automatic annual renewals unless terminated by either party upon thirty (30) days written notice, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.4054 444 Ed/Physically Hand.Children, Travel/Education/Conference.

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Health Services

DATE: Novemeber 23, 2020

- (a) Title of Requested Position: **Business Specialist- Public Health**
- (b) Annual **Base** Salary (and Grade if Applicable): **Grade 18, \$46,492**
- (c) Effective Date for New Position: * **December 21, 2020**
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
Public Health Program Manager, Grade 21; Annual Salary \$50,816
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:
A.4018.110; Preventive Program Full Time Salaries
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.)
Yes
- (g) Is this a mandated position? If so, please explain:
No
- (h) Is there expected revenue from this position? If so, please explain:
This position will be tasked to optimize grants, negotiate insurance contracts, and monitor reports with the electronic medical record. In addition the position is eligible for state aid (36%) reimbursement.

BUSINESS SPECIALIST- PUBLIC HEALTH

DISTINGUISHING FEATURES OF THE CLASS: An incumbent in this class is responsible for the management of a variety of agency administrative programs and projects as well as the oversight of related compliance functions. Duties include grant administration, contract administration, business management and oversight of optimization initiatives for the agency's electronic medical records systems. The work is performed under general direction with leeway allowed for the use of independent judgment in carrying out the details of the work. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only):

Electronic medical records program:

Assists the administration with the planning, negotiation and approval processes of the agency's electronic medical records system;

Assists agency administration with new vendor selection and acts as agency liaison with new vendor;

Oversees the conversion and implementation to a new enhanced electronic medical records program;

Works with administrative, fiscal, clinical, and contract staff on phasing out old vendor product and implementing new vendor product;

Upon completion of conversion, oversees the ongoing management of the newly implemented electronic medical records system;

Creates and monitors compliance reports.

Grant Administration duties:

Researches, identifies, prepares and submits grant applications and proposal letters in accordance with grantors' requirements and deadlines;

Develops and maintains a schedule for monitoring and tracking grant application status and related financial expenditures;

Evaluates programs in accordance with grant requirements;

Monitors grant expenditures and assists with preparation of related annual budget requirements;

Prepares mandated reports and annual grant renewal applications;

Maintains administrative records related to equipment or services procured through federal, state and local capital grants;

Attends required conferences, regional networking meetings, workshops, etc. related to grant funded programs.

Business Management:

Prepares Medicare cost report, Medicaid cost report, NYS statistical report for administration review and oversees report submissions and report certification reviews;

Monitors federal, state and local agency publications and notices for relevant updates or notices and prepares summary of findings for administrative team;

Assists administrative team with planning and preparation of annual program report;

Prepares and submits State Aid reporting requirements;

Maintains agency credentialing files;

Compiles a variety of data and prepares related statistical reports for administrative analysis and review;

Provides oversight, guidance and maintenance of agency's social media presence;

Oversees assigned inventory functions for the department.

Contract Management:

Organizes agency contracts;
Maintains and monitors agency contract and liability insurance files, ensuring agency compliance;
Negotiates annual insurance reimbursement rates and updates on behalf of agency administration;
May be responsible for negotiation of other contract terms, including rates;
Acts as liaison with County Attorney's Office and purchasing department on contract compliance and administrative processing requirements.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the principles and practices of program administration; good knowledge of the principles and practices of grant administration; good knowledge of management systems and computer operations as relates to medical reporting requirements; good knowledge of the principles and practices of organizational and administrative processes and techniques; good knowledge of the techniques used in gathering and providing information for various programs; ability to use computer applications such as spreadsheets, word processing, e-mail and database software; ability to assemble, organize and present information clearly in both oral and written form; good judgment in solving complex problems; resourcefulness; initiative; tact.

MINIMUM QUALIFICATIONS: Either:

1. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in health systems management, business administration, public administration or closely related field and one (1) year of full-time paid experience (or its part-time equivalent) in the field of health systems management, business management or grant administration, or
2. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree and three (3) years of full time paid experience (or its part-time equivalent) in the field of health systems management, business management or grant administration.

WC: 11/20

JC: Competitive

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.05
Title of Position: Business Specialist Base Salary of Position: \$46,492 Grade: 18
Filling at Step # (If Known): _____
Budget code and title: A.4018.110/ Preventive Program Full Time Salary Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: New Position- Current Budget Year Date of Vacancy: 12/21/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State ³⁶ _____ % Other _____ %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature _____ Date 11/18/20

BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature _____ Date 11/18/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services

- The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature _____ Date 10/23/20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.00
Title of Position: Registered Professional Nurse #39 Base Salary of Position: \$47,523 Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4010.110; Health Services Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 13316 Date of Vacancy: 11/27/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Variable % Based on Insurance and caseload

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring. 11/19/20

Human Resources Director has approved this form when initialed. 11/19/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 11/20/20

BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature [Signature] Date 11/20/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services

- The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 11/23/20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 37.05
Title of Position: Part Time Public Health Assistant (24 hr/s wk avg) Base Salary of Position: \$18.09/hr Grade: 10
Filling at Step # (If Known): _____
Budget code and title: A.4189.130 Public Health Bioterrorism- Part Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: New Position 2021 Budget Date of Vacancy: 1/1/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal 100 % State _____ % Other _____ %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. POW 11/10/20
Human Resources Director has approved this form when initialed. 11/10/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 11/20/20

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature [Signature] Date 11/23/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services
 The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 11/23/20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 37.03
Title of Position: Senior Account Clerk #3 Base Salary of Position: \$33,600 Grade: 7
Filling at Step # (If Known): _____
Budget code and title: A.4054.0060.110; Early Intervention Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: New Position in 2021 Budget Date of Vacancy: 1/1/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Partially % EI Admin Grant and DSS Billing

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. RA 11/10/20
Human Resources Director has approved this form when initialed. AP 11/10/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 11/20/20

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature [Signature] Date 11/23/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services

The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 11/23/20

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Health Services

DATE: November 23, 2020

- (a) Purpose of Request: **To authorize carrying over all remaining 2020 accrued leave balances as of December 31, 2020, including Vacation, Vacation Carryover, Float Holidays, Personal Time, and Days in Lieu Of, with exception of Cancer Screening, to 2021 accrual balances to be available through December 31, 2021, for Assistant Director of Homecare, Assistant Director of Public Health, and Director of Public Health and Patient Services.**
- (b) Details: **Due to ongoing duties and responsibilities related to the Covid Pandemic, the above mentioned administrative staff has been unable to use accrued time.**
- (c) Previous Resolution Number: **Although the pandemic is unprecedented, there was a similar resolution: Resolution 628 of 2014.**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **N/A**

Sample: A.8021 470 Planning & Community Development – Contract

*** as listed in budget and LOGOS**

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-Bioterrorism Program

DATE: November 23, 2020

(a) **Purpose of Amendment:** To amend the 2020 budget to accept a portion of Bioterrorism Grant from the 2021 budget which began 7/1/20 and will end 6/30/21. This is an estimate for additional Salary and fringe related to the per diem position and additional hours that are needed to cover during COVID activities to year end. All expenses fully funded by the BT Grant.

(b) Appropriation Code (with title), Object Code (with title) and Amount:

(c)	Bioterrorism Program- Part Time Salaries	A.4189.130	\$ 1500
(d)	Bioterrorism Program –Social Security Expense	A.4189.830	\$ 100
(e)	Bioterrorism Program- Social Security Expense	A.4189.831	\$ 25

Revenue Code (with title), and Amount: **Bioterrorism Program- Grant Revenue A.4189.4401 \$1,625.00.**

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-Bioterrorism Program

DATE: November 23, 2020

(a) **Purpose of Amendment:** To amend the 2020 budget to accept a portion of Bioterrorism Grant which began 7/1/19 and ended 6/30/20. This is an estimate for expenses related to the BT program for salaries /fringe related to contact tracing from 4/01/20 to 6/30/20. All expenses fully funded by the BT Grant. Since these expenses were not utilized in 2019, we are able to bill the state in 2020 when the expenses occurred.

(b) Appropriation Code (with title), Object Code (with title) and Amount:

(c)	Bioterrorism Program- Part Time Salaries	A.4189.130	\$ 8,250
(d)	Bioterrorism Program –Retirement Expense	A.4189.810	\$ 500
(e)	Bioterrorism Program- Social Security Expense	A.4189.830	\$ 525
(f)	Bioterrorism Program)-Medicare Expense	A.4189.831	\$ 125

Revenue Code (with title), and Amount: **Bioterrorism Program- Grant Revenue A.4189.4401
\$9,400.00.**

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

TRANSFERS FOR 2020 BUDGET

SIGNED: _____

DATE: November 23, 2020

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1.	A.4189.411	Bioterrorism-Rent Expense	A.4191.110	Bioterrorism -Full Time Salaries	\$1,360.00
	A.4189.445	Bioterrorism-Food Expense	A.4191.110	Bioterrorism -Full Time Salaries	\$100.00
	A.4189.470	Bioterrorism-Contract Expense	A.4191.110	Bioterrorism -Full Time Salaries	\$100.00
2.	A.4193.110	COVID-CommCare-Full time salary expense	A.4193.130	COVID-CommCare-Part time salary expense	\$25,000.00
3.	A.4018.0030.110	Disease Program-Full Time Salaries	A.4018.0035.120	LHD Support for Flu and COVID 19-Overtime Salaries	\$500.00
	A.4018.0030.110	Disease Program-Full Time Salaries	A.4018.0035.130	LHD Support for Flu and COVID 19-Part Time Salaries	\$5,500.00
	A.4018.0030.830	Disease Program-Social Security Expense	A.4018.0035.830	LHD Support for Flu and COVID 19-Social Security Expense	\$372.00
	A.4018.0030.831	Disease Program-Medicare Expense	A.4018.0035.831	LHD Support for Flu and COVID 19-Medicare Expense	\$87.00
	A.4018.0030.410	Disease Program-Supplies Expense	A.4018.0035.410	LHD Support for Flu and COVID 19-Supplies Expense	\$700.00
	A.4018.0030.424	Disease Program-Postage Expense	A.4018.0035.424	LHD Support for Flu and COVID 19-Postage Expense	\$300.00
	A.4018.0030.435	Disease Program-Medical Expense	A.4018.0035.435	LHD Support for Flu and COVID 19-Medical Expense	\$546.00
	A.4018.0030.436	Disease Program-Advertising Expense	A.4018.0035.436	LHD Support for Flu and COVID 19-Advertising Expense	\$6,000.00
	A.4018.0030.442	Disease Program-Gasoline Expense	A.4018.0035.442	LHD Support for Flu and COVID 19-Gasoline Expense	\$100.00
	A.4018.0030.3407	Disease Program-Revenue	A.4018.0035.3407	LHD Support for Flu and COVID 19-Revenue	\$14,105.00
				Total Transfers	\$54,770.00

- To reclass funds to cover Full Time salary for BT Coordinator til year end within the BT grant.
- To reclass Full time salary expense to part time salary expense to cover those Contact tracers that are per diem and expensed under Part time Salaries. Full time expense will not be used this year with this COMM Care grant.
- To reclass funds from the Disease program (and the IAP grant) to the new Grant Codes for LHD Support for Flu and COVID 19. NYS notified Warren County 11/20/20 that this new amount will not be affiliated with the IAP grant directly but will be a separate contract, therefore funding needs to be kept separate. The Treasurer's office has created new codes listed above for LHD Support for Flu and COVID 19 Grant.

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

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2020 AS OF 11/15/2020 6:23:54 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V
 CODE(S): 4010, 4013, 4054, 4190, 4018, 4189, 4191, 4192, 4193

EXPENSES	2020 BUDGETED	2020 YTD ACTUAL	2019 Prior Year Totals
Salaries - Regular	\$2,557,321.00	\$1,942,224.87	\$2,336,500.49
Salaries - Overtime	\$182,076.00	\$112,837.98	\$134,008.56
Salaries - Part Time	\$603,305.00	\$297,745.72	\$381,165.43
100's PERSONAL SERVICES	\$3,342,702.00	\$2,352,808.57	\$2,851,674.48
200's EQUIPMENT	\$78,938.00	\$58,136.51	\$67,509.57
400's CONTRACTUAL	\$6,419,859.06	\$3,120,814.52	\$6,443,478.52
800's EMPLOYEE BENEFITS	\$1,494,907.00	\$1,163,180.43	\$1,343,185.24
TOTALS	\$11,336,406.06	\$6,694,940.03	\$10,705,847.81

REVENUES	2020 BUDGETED	2020 YTD ACTUAL	2019 Prior Year Totals
	\$8,921,754.42	\$3,394,541.71	\$8,091,251.71

* Note: We are in the process of closing October for the CHHA Program. We have accrued \$6,974 for the CHSCN Grant and for WIC \$40,391. Totals above due also include expenses related to COVID 19 Activities. Year to date the total COVID-19 expenses are \$106,463.90 of which \$84,422.32 or 79.30% are related to Salaries and related fringe for Contact Tracing and quarantined home visits. At this time, we have two grants from the State that will assist in reimbursing the County for these expenses.

Warren County Health Services
 Salaries Comparison

2020 v 2019
 as of 11/15/20 and year to date Payroll 11/8/20 & 11/10/19

Total of All Depts	YTD 2020	YTD 2019	% Change	Total Budget 2020	Total Actual 2019
Regular Salaries	\$1,942,224.87	\$1,991,246.16	-2.46%	\$2,557,321.00	\$2,336,500.49
Overtime Salaries	\$112,837.98	\$111,988.61	0.76%	\$182,076.00	\$134,008.56
Part Time Salaries	\$297,745.72	\$339,545.49	-12.31%	\$603,305.00	\$381,165.43
TOTALS	\$2,352,808.57	\$2,442,780.26	-3.68%	\$3,342,702.00	\$2,851,674.48
% current YTD Salary to Total Budget	70.39%	85.66%			

*Source: Detail G/L report for all Salary Category from 11/20-11/15/20.

Overall, total salaries are \$89,971.69 or 3.68% under 2019 Salaries. Regular salaries are under 2019 due primarily to positions that remain open in both the CHHA and WIC programs. Part time Salaries are under due to lack of utilization of nurses YTD due to COVID activities. However to note for Overtime Salaries \$27,730.32 or 24.58% are strictly related to COVID-19 duties. Also to note, Part time salaries related to COVID are \$42,754.73 or 14.36% of the total Part time salary expense. Salaries are currently 70.39% of the 2020 Budget where last year was 85.66% of the total actual expenses for 2019.

**Revenue and Expense Comparison 2020 vs 2019
as of 11/15/20**

EXPENSES	2020 YTD Actual as of 11/15/20 G/L	2019 YTD as of 11/15/19 G/L	Variance
Salaries - Regular	\$1,942,224.87	\$1,991,246.16	(\$49,021.29)
Salaries - Overtime	\$112,837.98	\$111,988.61	\$849.37
Salaries - Part Time	\$297,745.72	\$339,545.49	(\$41,799.77)
100's PERSONAL SERVICES	\$2,352,808.57	\$2,442,780.26	(\$89,971.69)
200's EQUIPMENT	\$58,136.51	\$36,286.67	\$21,849.84
400's CONTRACTUAL	\$3,120,814.52	\$3,812,675.67	(\$691,861.15)
800's EMPLOYEE BENEFITS	\$1,163,180.43	\$1,172,392.22	(\$9,211.79)
TOTALS	\$6,694,940.03	\$7,464,134.82	(\$769,194.79)

REVENUES	2020 YTD ACTUAL	2019 Prior YTD	Variance
	\$3,394,541.71	\$4,726,004.66	(\$1,331,462.95)

Comments:

Salaries: (please see previous page) overall are \$89,971.69 or 3.68% below 2019 as of the 11/8/20 payroll posting date. Salaries for 2020 are 70.39% of the budget YTD where they were 85.66% for 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 most clinics remain cancelled at this time. However, both the Overtime and Part time categories do reflect for Public Health hours paid for COVID related activities.

For Equipment, the difference is primarily with the purchase of vehicles. Year to date we have received three new vehicles and last year at this time one was purchased. This year we were able to also trade in three 2012 vehicles to lower our total expense. We received our last vehicle in October. Two of our new vehicles were either all wheel drive or four wheel drive which we need for our staff during the harsh weather months.

Contractual Expenses: These are lower than last year due to invoices primarily related to CHHA, Preschool, and the Early Intervention contract service expenses. Due to COVID, protocols have had to be set in place for Tele visits and many were unable to be done or refused by parents/guardians. The school year has just begun and we continue with many services with these programs. Also in working with Transportation services for these children.

Employee Benefits: Employee benefits remain under 2019 due to savings in salaries in programs.

Revenues: Revenues for 2020 still remain below 2019 primarily due to Revenue not yet reflected for the Preschool Program. We are still waiting for the State to allow us to bill the Preschool AVL #2, which was due in June. Due to the fact that they are not sure yet when they will be able to make payments to the County, we have not been able to submit. The CHHA revenues are also down year to date due to a few months of low referrals due to COVID activities. Patient Census/Referrals for the CHHA are increasing due to elective surgeries and physician visits that are being made. Revenues continue to be down for both the MCH program , where we are not seeing any patients at this time and for Public Health Clinics where due to COVID we have not had any clinics from March to September. However, we did hold four Rabies Clinics in total during October and November. We also have done a limited amount of flu vaccines and will be having an Employee Flu clinic November 24th. At this time, all other clinics will remain closed until further notice.

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
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	80	75	85	81			
PRI	0	3	0	1	0	1	1	0	0			
SN Referrals per month	97	91	97	59	70	81	76	85	81	0	0	0
PT Referral	49	45	42	31	30	60	51	56	68			
PT only	12	6	7	3	4	9	12	12	10			
Total Referrals per month	109	97	104	62	74	90	88	97	91	0	0	0
19 vs 20 (%)	-17	-7	3	-38	-38	-5	4	-9	-17			

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 visits	630	548	746	643	678	772	792	730	690			
LPN visits	72	62	59	70	52	69	89	97	67			
PT visits	326	289	254	190	205	347	364	290	363			
OT visits	50	42	61	58	61	44	61	65	61			
Speech visits	0	1	4	1	4	9	15	9	8			
Total visits per month	1078	942	1124	962	1000	1241	1321	1191	1189	0	0	0

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 visits	630	548	746	643	678	772	792	730	690			
LPN visits	72	62	59	70	52	69	89	97	67			
PT visits	326	289	254	190	205	347	364	290	363			
OT visits	50	42	61	58	61	44	61	65	61			
Speech visits	0	1	4	1	4	9	15	9	8			
Total visits per month	1078	942	1124	962	1000	1241	1321	1191	1189	0	0	0

Numbers current as of 11/09/2020

A

Attachment 13

Warren County Health Services
Patient Served by Town
CHHA Division

Town	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	07/2019	08/2019	09/2019	10/2019	11/2019	12/2019
Adirondack	4	3	2	2	3	2	2	3	2	3	3	1
Athol	3	4	5	1	2	1	1	3	3	3	3	2
Bakers Mills	2	2	2	2	2	3	4	4	1	1	1	1
Bolton Landing	5	4	3	6	12	12	6	6	4	5	7	5
Brant Lake	6	4	4	4	5	4	4	6	6	5	5	7
Chestertown	17	10	15	13	13	10	9	9	6	5	9	10
Cleverdale	1	0	0	0	1	1	1	1	2	2	2	2
Diamond Point	3	3	4	4	2	3	4	4	4	5	1	3
Glens Falls	48	47	54	45	56	54	51	42	51	49	53	59
Hague	4	4	5	3	1	2	2	1	1	1	1	1
Johnsburg	6	6	6	4	5	4	3	3	3	3	3	3
Kattskill Bay	0	1	1	0	0	1	1	1	1	2	2	1
Lake George	21	18	18	23	28	23	20	20	18	18	17	13
Lake Luzerne	12	14	16	14	17	15	12	8	10	10	12	15
North Creek	12	11	8	8	9	9	7	5	3	3	3	2
North River	3	1	2	0	0	0	0	0	0	0	0	1
Olimstedville	0	0	0	0	0	1	1	1	1	1	1	1
Pottersville	4	4	5	6	6	7	6	7	9	10	8	8
Queensbury	120	105	116	103	98	96	97	111	101	104	100	102
Riparius	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	0	0	1	0	0	0	0	0	0	0	0	0
Stony Creek	1	1	2	2	4	3	2	2	0	0	3	1
Warrensburg	27	26	24	25	29	24	22	26	25	27	23	15
Wevertown	3	4	5	6	6	4	2	3	2	2	1	1
Total	302	272	298	271	298	278	263	256	255	264	253	253

Town	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020
Adirondack	0	0	0	0	0	2	2	3	3	1	0	0
Athol	2	3	2	2	4	2	2	1	1	0	0	0
Bakers Mills	1	1	1	1	1	1	1	2	2	2	0	0
Bolton Landing	6	6	6	6	5	4	5	5	5	7	5	5
Brant Lake	6	3	4	1	4	3	3	7	5	4	4	4
Chestertown	8	7	8	10	10	10	11	11	8	9	9	9
Cleverdale	1	0	0	0	0	0	0	0	2	3	2	3
Diamond Point	2	6	7	3	1	0	0	2	0	4	0	0
Glens Falls	57	48	49	34	37	36	44	46	51	46	51	46
Hague	0	1	0	1	2	2	1	1	9	4	4	4
Johnsburg	3	3	2	2	2	3	3	3	5	5	5	5
Kattskill Bay	1	1	1	1	1	1	1	1	1	1	1	1
Lake George	13	13	11	11	13	12	18	17	16	17	16	17
Lake Luzerne	13	11	10	10	9	9	11	12	11	12	11	11
North Creek	3	3	3	4	1	2	2	2	1	0	0	0
North River	1	2	2	1	1	1	1	1	1	1	0	0
Olimstedville	0	0	0	0	1	1	1	1	1	2	1	2
Pottersville	11	8	5	4	4	3	4	5	7	4	4	4
Queensbury	90	84	92	63	61	66	66	66	67	66	66	66
Riparius	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	0	0	0	0	1	2	2	2	1	0	0	0
Stony Creek	0	0	1	1	2	1	1	1	2	2	2	2
Warrensburg	15	17	17	15	16	25	22	22	20	22	20	24
Wevertown	1	1	0	0	0	1	0	0	0	0	0	0
Total	234	218	221	170	175	188	209	216	216	216	0	0

ATTACHMENT #4
BT ACTIVITY SHEET
BP1 (new) - 7/1/20 - 6/30/21

Page 1

Topic Color Codes

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

10/8		Submission of Frist Quarter EPR Quarterly Report	Dan Durkee	
10/13	Conference Call	Regional BT Coordinators Meeting	Dan Durkee	Planning
10/15	Zoom Meeting	COVID-19 Community Forum with Glens Falls Rotary	Dan Durkee	Other
10/21	Webinar	Clin-Ops CDMS Update training	Dan Durkee	Planning
10/27	Webinar	HEPC 2 nd Quarter Mandatory State Meeting	Dan Durkee	Planning
11/16		Submission of Draft COVID-19 Vaccination Plan	Dan Durkee	Planning
11/17	Zoom Press Conference	Joint Press Conference GFH, HHHN, and WCHS	Ginelle Jones Don Lehman Dr. William Borgos Dr. Sean Bain	Other
11/17	Zoom Meeting	School Nurse Information Meeting	Dan Durkee Pat Belden	Response
11/24	In Person	Employee Flu Clinic 3 of 3 drill	Dan Durkee, Nancy Parsons Other Imm. Nurses	Training
Ongoing	Office	COVID-19 Response	Most Office staff	Response

Warren County Public Health Rabies Program October 2020

Town	Different Address Owner/Victim *Follow up by Town ACO				Same Address Owner/Victim * Follow up by Public Health				Out of Town Owner *Follow Up by Public Health				Strays Follow Up by Public Health • 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 Watched	Treated with PEP	Refused PEP	Euthanized	ACO Capture
	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD							
Bolton							1										
Chester																	
Glens Falls		1		1													
Hague																	
Horicon							2										
Johnsburg				1									1				
Lake George																	
Lake Luzerne																	
Queensbury	1		2			1	2	2									
Stony Creek																	
Thurman			1														
Warrensburg					1				1					1			
Totals		1	4	2		2	4	5					1	1			

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for October – 10

Specimens tested for rabies this month- 0

Positive specimens for rabies- 0

People pre-approved for rabies post exposure treatment- 1

Rabies Clinics this month- 2

Next Rabies Clinic- 2021 (schedule to be determined)

Warren County Public Health General Public Flu Clinic Schedule

Flu Clinic Dates, Times & Location APPOINTMENT ONLY!

December 3rd, from 5:30pm – 7:30pm in the Human Services Building, 1st Floor Conference Room, **APPOINTMENT ONLY**

December 10th, from 5:30pm – 7:30pm in the Human Services Building, 1st Floor Conference Room, **APPOINTMENT ONLY**

December 12th from 9:00am – 12:00pm in the Human Services Building, 1st Floor Conference Room, **APPOINTMENT ONLY**

Important Flu Clinic Information – APPOINTMENT ONLY

Anyone interested in receiving a flu shot must pre-register with Warren County Public Health. No walk-ins will be taken to ensure COVID-19 safety protocols can be followed.

During pre-registration people will be asked to provide a phone number and an email. The email will allow Public Health to send the insurance form and medical questionnaire for people to print out ahead of time and complete before arrival.

Individuals that do not have an email or cannot print the forms will be asked for a mailing address so the forms can be sent, but the appointment must be at least four days before the clinic to provide enough time for the forms to arrive.

You must bring your completed paperwork with you to your appointment.

Individuals are asked not to arrive more than 5 minutes before their appointment. They will not be allowed to enter the flu clinic before their appointment time. This is to ensure proper social distancing and control crowd flow.

Do not come if you are sick. You cannot receive a vaccine while ill. You are asked to take your temperature before arriving and answer several COVID-19 questions before entering the flu clinic.

**To make an appointment or for more information about the flu clinic please contact
Warren County Public Health at 518-761-6580**

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Health Services

DATE:

- (a) Purpose of Request: **November 23, 2020**
- (b) Details: **To authorize Health Services to amend all insurance agreements (i.e. Managed Medicaid, Managed Medicare, Commercial Insurances), upon approval of County Attorney's office, based on NYS and Federal cuts and increases. These changes are out of local control and agreements must be maintained to ensure payment for services.**
- (c) Previous Resolution Number: **143/2001**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **Various Health Services Revenues**
- (e)

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Health Services

DATE: November 23, 2020

- (a) Purpose of Contract Change: To amend and/or rescind current Immunization Action Plan (IAP) Grant to remove the additional Influenza funding of \$14, 105 and enter in a separate federal contract, LHD Support for Flu and Covid 19 Response, for the same amount.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 307 of 2020
- (c) Name of Contractor: NYS DOH
- (d) Address of Contractor: Administrative Unit, NYSDOH; Bureau of Immunization Corning Tower 649, Empire State Plaze, Albany, NY 12237
- (e) Contractor's Contact Person and Telephone Number:
Phone: 518-473-4437 Fax: 518-474-1495
- (f) Commencement Date of Extension: 6/5/2020-6/30/2021
- (g) Termination Date of Extension:
- (h) 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. **Voucher**)
- (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.4018.0035 Miscellaneous Expenses/ A4018.0035.4409 **LHD Support for Flu and Covid Revenue**

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

Jones, Ginelle

From: doh.sm.ImmAdmin <ImmAdmin@health.ny.gov>
Sent: Friday, November 20, 2020 9:21 AM
Cc: Brewster, James W (HEALTH); Joyce, Barbara J (HEALTH)
Subject: NEWS Standalone contract for federal flu funding award
Attachments: 2020-21 Flu Reporting Requirements - NPS Only.docx; 2020-21 IAP FLU BSROE and Work Hours Template.xlsx; Contract number and regional staff information 11-20-20.xlsx; LHD Support for Flu and COVID19 Response Narrative.docx

Dear County Health Official:

The New York State Department of Health (NYSDOH) announced that we were amending your local health department's (LHD) Immunization Action Plan (IAP) contract to award supplemental federal funding to expand and enhance LHD influenza vaccine outreach, promotion and mass vaccination activities for the 2020-21 flu season.

This is to inform you that instead of amending the IAP contract we are issuing a standalone contract for these supplemental federal funds. The new contract is called "LHD Support for Flu and COVID19 Response". The contract period is 6/5/2020 to 6/30/2021.

Your supplemental flu funding amount has not changed from the amount provided in the announcement letter emailed on 8/26/20. If your budget was approved, you do not have to resubmit it. If you have not submitted a budget, please submit one no later than December 2, 2020.

Contracts are in the process of being entered in the Grants Gateway. NYSDOH will enter your approved budget and route the contract for your signature.

Attached are reporting templates and guidance. Please submit reports as scheduled even if your contract is not executed into the Gateway.

You will find the new contract number in the attached list of contract number and regional staff representative information.

If you have questions about this funding or the budget form, please contact the Bureau of Immunization's Administration Unit at 518-473-4437 or ImmAdmin@health.ny.gov.

Administrative Unit
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