

Warren County Health Services
 Health Services Committee
AGENDA FOR
June 20, 2022
 Information Submitted By: **Ginelle Jones, DPH/DPS**

Health Services Committee Members: Edna Frasier, Peter McDevitt, Andrea Hogan, Claudia Braymer, Ronald Conover, Doug Beaty, Michael Geraci and Chair of the Board shall serve as the Ex-Officio member when needed in accordance with the Section C (4) of the Rules of the Board.

- I. **Committee meeting called to order by Chairperson**
- II. **Motion to approve the minutes of the May 23, 2022 Committee meeting.**
- III. **Action Agenda/New Business**

Request Resolution: 1	To authorize contract with Maggie Wood, Occupational Therapist, dba Maggie Wood to provide Committee on Preschool Special Education (CPSE) services to eligible children in Warren County at the NYS approved rate. (Attachment #1)
Rationale:	CPSE service providers are needed to ensure availability of services for eligible children in the CPSE program. CPSE services are eligible for 59.5% reimbursement through NYS.

Request Resolution: 2	To authorize contract with Maggie Wood OTR/L, Occupational Therapist, to provide occupational therapy services to Certified Home Health Agency (CHHA) patients at the established rates. (Attachment #2)
Rationale:	Our CHHA needs therapists to ensure services are available to our Homecare patients. Reimbursement is variable depending on the patients' insurance coverage.

Request Resolution: 3	To authorize contract with Gayle Pliscofsky, Occupational Therapist, dba Gayle Pliscofsky to provide Committee on Preschool Special Education (CPSE) services to eligible children in Warren County at the NYS approved rate. (Attachment #3)
Rationale:	CPSE service providers are needed to ensure availability of services for eligible children in the CPSE program. CPSE services are eligible for 59.5% reimbursement through NYS.

Request Resolution: 4	To authorize extension of current 2022 Intent to Fill Forms and authorize filling vacancies below: (Attachment #4)				
	Title	Grade	Salary	Status/ Dept	Date of Vacancy
	RPN #6 (1)	19	\$51,502	FTE/Homecare	09/10/21
	RPN#10 (Previously CHN #10)	19	\$51,502	FTE/ Family Health	02/26/22
	RPN #11	19	\$51,502	FTE/ Homecare	10/07/21
	RPN #12	19	\$51,502	FTE/ Homecare	12/11/21
	RPN #22	19	\$51,502	FTE/ Homecare	6/3/21
	RPN #32	19	\$51,502	FTE/ Homecare	3/24/20
	RPN #37	19	\$51,502	FTE/ Homecare	3/19/21
	RPN #40	19	\$51,502	FTE/ Covid	New 1/1/22
	RPN #42	19	\$51,502	FTE/ Disease- Immunization	New 1/1/22
	PHN #8	21	\$55,070	FTE/ Homecare	08/19/21
	PHN #35	21	\$55,070	FTE/ Homecare	08/25/21
	Senior Account Clerk # 1	7	\$36,414	FTE/ Health Services	1/22/21
	Senior Account Clerk #2	7	\$36,414	FTE/ Health Services	9/2/21
Infant Feeding Advocate	3	\$15,186	PTE; not to exceed 20 hrs/wk avg/ WIC	12/6/19	
Rationale:	Health Services has vacant positions that are desperately needed. Nursing salaries are revenue generating. The department needs the ability to hire when applicants become available. The above reflects 14 vacancies; 2 which are newly created positions in Public Health (2022), 2 are retirements (2021 and 2022), and 11 are due to resignations. Of the resignations, 8 were in 2021, mostly due to higher paying jobs elsewhere. Covid response also contributed. While salaries need to be addressed across the board, nursing salaries are in critical need, which unfortunately is dependent upon the CSEA contract and the reallocation process.				

I. Information for Discussion/Review

Report of Revenues and Expenditures for 2022

Please see **Attachment #5**. Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

Revenue and Expense Comparison Report for 2021 vs 2022

Please see **Attachment #6**.

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

Status of Referrals

Please see **Attachment 7 A/B** for the report.

Emergency Response and Preparedness

Please see **Attachment #8** for the report.

Rabies Report:

Please see **Attachment #9** for the report.

Meeting/ Conference Authorizations: (Attachment #)

II. Referral/Pending Items

There are no pending items.

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

IV. Motion to adjourn the Health Services Meeting

Attachments:

1. Resolution Request: CPSE Contract Maggie Wood
2. Resolution Request: CHHA Homecare Contract with Maggie Wood
3. Resolution Request: CPSE Contract with Gayle Pliscofsky
4. Resolution Request: Extend/Approve Intent to Fill forms for Open Positions
5. Report of Revenues and Expenditures for 2022
6. Revenue and Expense Comparison Report for 2021 vs 2022
7. Report of Referrals Status **A/B**
8. Emergency Response and Preparedness Activities Report
9. Rabies Report

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: June 20, 2020

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with Maggie Wood, Occupational Therapist, dba Maggie Wood to provide Committee on Preschool Special Education (CPSE) services to eligible children in Warren County at the NYS approved rate.**
- (c) Name of Contractor: **Maggie Wood**
- (d) Address of Contractor: **389 New Vermont Rd; Bolton Landing, NY 12814**
- (e) Contractor's Contact Person and Telephone Number: **518-321-4526;**
email: mlwood930@gmail.com
- (f) Has or will the Contract be provided, if so, please attach: **attached**
- (g) Commencement Date of Contract: **July 18, 2022**
- (h) Termination Date of Contract: **Automatic annual renewal unless 30 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. **Monthly Voucher**)
- (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****

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

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

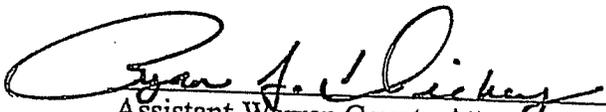
the policy in its entirety. If a complaint does arise, Provider/Contractor is to notify Warren County promptly. To the fullest extent permitted by law, Provider/Contractor shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, 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.

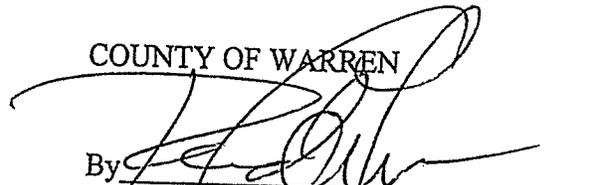
17. This Agreement shall be void and of no effect unless throughout the life of the Agreement, the Provider shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by provisions of New York State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

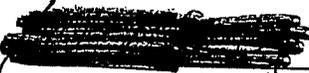
18. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount.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

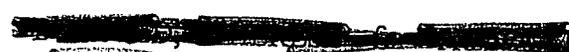
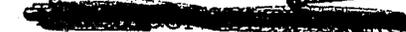
IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties.

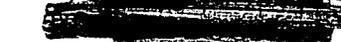
Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN

By
RONALD CONOVER, CHAIRMAN
Board of Supervisors

Date 

Date 

SCHEDULE "A"
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and ~~Warren County Health Services, Inc.~~ (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 ~~Warren County Health Services, 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.

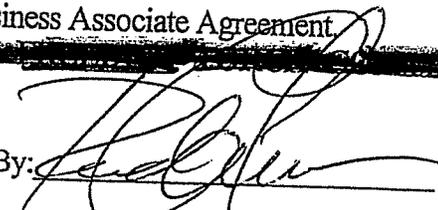
IN WITNESS WHEREOF, we have signed this Business Associate Agreement

Business Associate: [REDACTED]

By: [REDACTED]

Print Name: [REDACTED]

Title: [REDACTED]

By: 

Print Name: RONALD F. CONOVER

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 [REDACTED], [REDACTED] PRESCHOOL TO PROVIDE COMMITTEE PRESCHOOL SPECIAL EDUCATION (CPSE) SERVICES TO ELIGIBLE WARREN COUNTY CHILDREN

RESOLVED, that Warren County enter into an agreement with [REDACTED] 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. 3

Request for New Contract

DEPARTMENT NAME: June 20, 2020

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with Maggie Wood, Occupational Therapist, to provide Certified Home Health Agency (CHHA) occupational therapy services to Homecare patients at the established rates.**
- (c) Name of Contractor: **Maggie Wood**
- (d) Address of Contractor: **389 New Vermont Rd; Bolton Landing, NY 12814**
- (e) Contractor's Contact Person and Telephone Number: **518-321-4526;**
email: mlwood930@gmail.com
- (f) Has or will the Contract be provided, if so, please attach: **attached**
- (g) Commencement Date of Contract: **July 18, 2022**
- (h) Termination Date of Contract: **Automatic annual renewal unless 30 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. **Monthly Voucher**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.4010.444 Health Services 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

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

██████████, OCCUPATIONAL THERAPIST, having an address of ██████████
██████████ (the "Therapist").

WITNESSETH, that the parties hereto mutually agree as follows:

1. That the County hereby retains and the Therapist hereby provides services as a Occupational Therapist for Warren County Health Services as a Certified Home Health Care Program, ██████████ as defined in New York State laws and regulations. These services will be provided for a term commencing January 1, 2020 and shall continue upon the same terms and conditions until such time as the agreement is terminated by either party in accordance with the terms of this agreement.
2. Services will be provided upon the following terms and conditions:
 - a. It is understood that the Therapist is qualified to provide occupational therapy services in New York State and agrees to retain all necessary licenses or registrations during the term of this agreement. Upon request, the Therapist agrees to provide the County with copies of professional licenses, registrations and verification of qualifications.
 - b. It is understood that the Therapist will provide services to patients who have been accepted for care only by Warren County Health Services and the Certified Home Health Care Program ██████████. The County requests the Therapist provide services; and the County retains the right to reassign patients to other contractors or its own employees.
 - c. The Therapist certifies that she is free from health impairment that is of potential risk to the County's patients, the patient's families, or County employees. The Therapist must show proof of immunization for Rubella, and in the case of Hepatitis B, proof of the immunization or a statement of her wish to decline such immunization. The Therapist shall provide an initial health status assessment prior to assuming patient care duties.
 - i. The County may require a yearly health status assessment be completed by the Therapist at any time.
 - ii. Upon request, the Therapist will provide the County with a written record of immunizations and clinical tests required by Federal, State or Local Law.
 - d. Both the County and the Therapist are required to provide care to a patient only in accordance with a plan of care prepared for that patient. She may be asked to consult with the patient's physician regarding the preparation or revision of the plan of care or with other County staff members. Services requested by the County and provided by the Therapist will be in accordance with the patient's plan of care and patient care policies established by the County as set forth in Appendix "A."
 - e. The Therapist shall submit to the County, clinical record entries for patients within one (1) week of each patient visit. It shall be the responsibility of the Therapist to prepare and submit pertinent recordings in the patient's file which shall be kept in the County's office. Recording in patient records and request for medical orders will be made in a timely manner. Therapist submission and County receipt of all documentation shall be in accordance with the terms set forth in paragraph l herein below.

	Rates - Region One	Rates - Region Two
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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

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

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

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

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

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

n. The County at its sole option, may make available for use by the Therapist a County owned ultrasound machine, which may be made available to Therapist for use relating solely to

services to be performed under the agreement, on an "as available basis" in accordance with procedures established by the Director of Public Health/Patient Services or her designee, including but not limited to, reservation schedule and other administrative matters. The Therapist shall be responsible for any loss or damage to the ultrasound machine from the time the Therapist takes possession of the ultrasound machine through the time the ultrasound machine is returned to the County.

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

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

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

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

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

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

t. The Therapist represents and warrants that neither she, nor her employees or contractors, are excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. §1320-a-7b(f) or in any other government payment program. In the event Therapist is excluded from participation or becomes otherwise ineligible to participate in any such program during the term, Therapist will notify the Director of

Public Health/Patient Services in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Therapist, the Director of Public Health/Patient Services, on behalf of Warren County, reserves the right to immediately cease contracting with the Therapist. If the Therapist is an Employment Agency, the Therapist represents and warrants that her employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. §1320a-7b(f) or debarred from participation in any federal or other program. The Therapist further represents and warrants she will, at a minimum, check monthly all of her employees and subcontractors against:

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

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

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

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

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

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

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

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

aa. This agreement shall be effective January 1, 2020 and shall continue upon the same terms and conditions, or until such time as the agreements are terminated by either party and the agreement can also be terminate at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Therapist defaults in the performance of any obligations bestowed upon by law or this agreement to the Therapist, the County may immediately terminate the agreement effective upon written notice at any time.

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

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

cc. To comply with New York State Regulations, the parties include the following provisions, notwithstanding any other provisions in this contract, the Certified Home Health Agency remains responsible for:

- (i) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State, and Local statutes, rules & regulations;
- (ii) planning, coordinating and insuring the quality of all services provided;
- (iii) ensuring adherence to the plan of care established for patients; and
- (iv) provider shall at all times comply with Title 10, Article 7, Section 763.13 of the New York Codes, Rules and Regulations.

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

ee. Any type of Sexual Harassment is against Warren County policy and is unlawful. The Therapist acknowledges and agrees that is has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online <https://warrencountyny.gov/hr/forms.php> under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The Therapist shall follow the policy in its entirety. If a complaint does arise, the Therapist is to notify Warren County promptly. To the fullest extent permitted by law, the

Therapist shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting for the Therapist and/or agent's breach of this policy.

ff. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Therapist without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

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

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

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

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

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

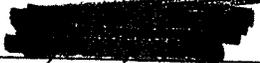
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:


A _____ V

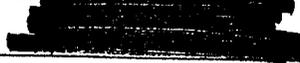
COUNTY OF WARREN

By: 
F. _____ N

Date: 

OCCUPATIONAL THERAPIST

By: 

Date: 

APPENDIX "A"

GENERAL POLICIES:

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

RESPONSIBILITIES OF THE OCCUPATIONAL THERAPIST:

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

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

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

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

OCCUPATIONAL THERAPY RECORDS - PRESCRIPTION & CLINICAL RECORD:

- a. Each visit shall be recorded and filed in the County in the patient's record within the week.
- b. The Occupational therapist is responsible for recording and signing all visits made by her.
- c. On all visits made with the nurse, the Occupational Therapist records the evaluation, goal, treatment plan, observations and impressions.
- d. When exercise programs are indicated, the Occupational Therapist will prepare

written instructions for the patient and insert a copy to the patient record. All instructions will be signed and dated by the Occupational Therapist.

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

PROCEDURE FOR OCCUPATIONAL THERAPY REFERRALS:

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

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

SPECIFIC POLICIES:

OCCUPATIONAL THERAPY SERVICES:

a. Functions of the Occupational Therapist:

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

The Occupational Therapist participates in or provides:

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

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

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

c. Plan for treatment and goals are accomplished by:

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

POLICIES REGARDING NURSE PARTICIPATION IN THE OCCUPATIONAL THERAPY PROGRAM:

- a. Initial treatment shall be demonstrated by the Occupational Therapist to a member of the public health nursing staff and to a family member or other person

participating in the patient's care if necessary. If indicated, family members will be instructed in those therapeutic procedures allowed by the physician.

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

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

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

APPENDIX "B"

Computer Usage Agreement

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

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

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

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

APPENDIX "C"

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and **LINDSEY MARESCA** (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 Lindsey Maresca.

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

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

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

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

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

(i) The Covered Entity, in its sole and absolute discretion, may elect to delegate to the Business Associate the requirement under the HIPAA Rules to notify affected Individuals of a breach of Unsecured Protected Health Information if such breach results from, or is related to, an act or omission of the Business Associate or the agents or representatives of the Business Associate. If the Covered Entity elects to make such a delegation, the Business Associate shall perform such notifications and undertake all related remediation activities that are reasonably required (i) at the Business Associate's sole cost and expense, and (ii) in compliance with all applicable requirements, including the HIPAA Rules. The Business Associate shall also provide the Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such breach notification that the Business Associate provides to Individuals.

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

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

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

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

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

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

5. Access to Information

(a) The Business Associate will make its internal books and records relating to the use and disclosure of PHI and EPHI available to the Covered Entity and to the Secretary,

for the purpose of the Secretary determining whether the Covered Entity has complied with the HIPAA Rules, at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

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

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

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

6. Mitigation

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

7. Indemnification

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

8. Termination

(a) The Contract may be terminated by the Covered Entity if the Covered

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

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

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

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

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

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

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

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

9. Miscellaneous

The following provisions shall apply to this Agreement:

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

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

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

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

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

10. Failure of Performance

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

11. Notices

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

The Covered Entity's Privacy and/or Security Official is Mary Elizabeth Kissane, Warren County Attorney, Warren County Municipal Center, 1340 State Route 9, Lake George, NY 12845, telephone (518) 761-6463.

12. Construction

(a) All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. In this regard, The Covered Entity and the Business Associate may have previously entered into a Business Associate Agreement or other agreement ("Pre-Existing Business

Associate Agreement") for the purpose of restricting the Business Associate's Use and Disclosure of PHI and EPHI as required by the HIPAA Rules. This Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Agreement shall not change or modify any rights or obligations of the Covered Entity or Business Associate that may have accrued under a Pre-Existing Business Associate Agreement while such agreement was in effect.

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

13. Applicable Law; Jurisdiction; Venue

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

14. Binding Effect

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

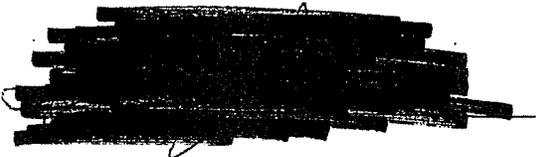
IN WITNESS WHEREOF, we have signed this Business Associate Agreement.

Business Associate: LINDSEY MARESCA

County of Warren

By:


Warren County Board of Supervisors



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

[REDACTED]	Rates - Region One	Rates - Region Two
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	Rates - Region One	Rates - Region Two
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: June 20, 2020

DATE:

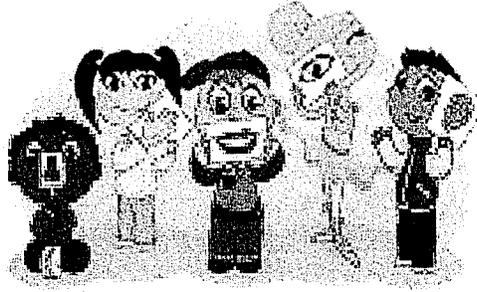
- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with Gayle Pliscofsky OTR/L, Occupational Therapist, dba Gayle Pliscofsky to provide Committee on Preschool Special Education (CPSE) services to eligible children in Warren County at the NYS approved rate.**
- (c) Name of Contractor: **Gayle Pliscofsky**
- (d) Address of Contractor: **PO Box 87, Fort Edward, NY 12828**
- (e) Contractor's Contact Person and Telephone Number: **518-955-5666;**
- (f) Has or will the Contract be provided, if so, please attach: **attached**
- (g) Commencement Date of Contract: **July 18, 2022**
- (h) Termination Date of Contract: **Automatic annual renewal unless 30 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. **Monthly Voucher**)
- (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**

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

Occupational Therapy

Gayle J. Pliscofsky, OTR/L
PO Box 87
Fort Edward, NY
License#005818-1
(518)955-5666



May 19, 2022

To Whom It May Concern,

My name is Gayle Pliscofsky, and I am an Occupational Therapist currently providing Early Intervention services and Preschool Services in Washington County. I have also provided Early Intervention services in Warren County and Saratoga County. I am interested in providing Preschool services in Warren County and would like to pursue a contract if that is possible. I look forward to hearing from you. Thank you in advance for your help.

Sincerely,

Gayle Pliscofsky, OTR/L

Gayle J. Pliscofsky, OTR/L

Refer to Attachment #1
for
Committee on Preschool
Education Contract Template

Attachment #4

Intent to Fill Forms

Title	Grade	Salary	Status/ Dept	Date of Vacancy
RPN #6 (1)	19	\$51,502	FTE/Homecare	09/10/21
RPN#10 (Previously CHN #10)	19	\$51,502	FTE/ Family Health	02/26/22
RPN #11	19	\$51,502	FTE/ Homecare	10/07/21
RPN #12	19	\$51,502	FTE/ Homecare	12/11/21
RPN #22	19	\$51,502	FTE/ Homecare	6/3/21
RPN #32	19	\$51,502	FTE/ Homecare	3/24/20
RPN #37	19	\$51,502	FTE/ Homecare	3/19/21
RPN #40	19	\$51,502	FTE/ Covid	New 1/1/22
RPN #42	19	\$51,502	FTE/ Disease- Immunization	New 1/1/22
PHN #8	21	\$55,070	FTE/ Homecare	08/19/21
PHN #35	21	\$55,070	FTE/ Homecare	08/25/21
Senior Account Clerk # 1	7	\$36,414	FTE/ Health Services	1/22/21
Senior Account Clerk #2	7	\$36,414	FTE/ Health Services	9/2/21
Infant Feeding Advocate	3	\$15,186	PTE; not to exceed 20 hrs/wk avg/ WIC	12/6/19

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: 36.0
Title of Position: Registered Professional Nurse #6 (i) Base Salary of Position: \$51,502 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: 13526/Rotolo Date of Vacancy: 9/10/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance variable depending on pt 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. Ray 6/9/22
Human Resources Director has approved this form when initialed. rs 10/9/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Frusin approved by Lemaire Date 6/21/22

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.06
Title of Position: Registered Professional Nurse #10 Base Salary of Position: \$51,502 Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4018.0020.110 PH Family Health Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 10639/ Frasier Date of Vacancy: 9/10/2021 2/26/22
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State 36% Other Insurance % variable depending on pt 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. PA/abz
Human Resources Director has approved this form when initialed. js 6/13/22

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 6/13/22

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 Frank E. Thomas Date 6/17/22

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 E. Frasier approved Date 6/21/22
by email [Signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;

Supervises sub-professional nursing personnel;

Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;

Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;

Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;

Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;

Performs related services for patients in the prevention of illness and the attainment of maximum health;

Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;

Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;

Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;

Skill in the application of nursing techniques and practices;

Ability to understand and follow technical oral and written instructions;

Ability to keep records and make reports;

Ability to get along well with patients, physicians and others;

Ability to carry out successfully the therapeutic measures prescribed;

Ability to plan and supervise the work of sub-professional and non-technical personnel;

Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;

Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #11 Base Salary of Position: \$51,502 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: 13391/Allocco Date of Vacancy: 10/7/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance % Variable upon pt 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. 6/19/22
Human Resources Director has approved this form when initialed. 6/19/22

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 6/13/22

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 6/14/22

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 E. Frasier approved by email [Signature] Date 6/21/22

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #12 Base Salary of Position: \$51,502 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: 12555/O'Brien Date of Vacancy: 12/11/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance % Variable upon pt 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. TCAS 6/9/22
Human Resources Director has approved this form when initialed. 13 6/9/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Frieser approved by [Signature] Date 6/21/22
Umail [Signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #22 Base Salary of Position: \$51,502 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: 13404/ Gutowski Date of Vacancy: 6/3/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State _____ % Other Insurance % Variable upon pt 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. 6/12/22 per [signature]
Human Resources Director has approved this form when initialed. [signature] 6/19/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Trasier approved Date 6/21/22
by email [signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #32 Base Salary of Position: \$51,502 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: 13144/ Westcott Date of Vacancy: 3/24/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance % Variable upon pt 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. 6/19/22
Human Resources Director has approved this form when initialed. AF 6/19/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Fresier approved Date 6/21/22
by email [Signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #37 Base Salary of Position: \$51,502 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: 13315/ Brouillette Date of Vacancy: 03/19/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance % Variable upon pt 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. 2022/6/13/22
Human Resources Director has approved this form when initialed. 13 10/9/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Freser Approved Date 6/21/22
by email [Signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #40 Base Salary of Position: \$51,502 Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4018.0030.110 Disease Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: Created/Vacant Date of Vacancy: 01/01/2022
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. pay 6/9/22
Human Resources Director has approved this form when initialed. AS 6/9/22

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 6/13/22

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 Frank E. Thomas Date 6/13/22

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 E. Tracie approved Date 6/21/22
by Lmaice [Signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;
Supervises sub-professional nursing personnel;
Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;
Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;
Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;
Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;
Performs related services for patients in the prevention of illness and the attainment of maximum health;
Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;
Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;
Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;
Skill in the application of nursing techniques and practices;
Ability to understand and follow technical oral and written instructions;
Ability to keep records and make reports;
Ability to get along well with patients, physicians and others;
Ability to carry out successfully the therapeutic measures prescribed;
Ability to plan and supervise the work of sub-professional and non-technical personnel;
Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Registered Professional Nurse #42 Base Salary of Position: \$51,502 Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4018.0030.110 Disease Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: Created/Vacant Date of Vacancy: 01/01/2022
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. 6/9/22
Human Resources Director has approved this form when initialed. 6/9/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Tracie Approved Date 6/21/22
by email [Signature]

REGISTERED PROFESSIONAL NURSE

DISTINGUISHING FEATURES OF THE CLASS: This is a professional nursing position involving responsibility for coordinating individual patient care and for performing nursing services requiring substantial specialized judgment and skills. Work is performed under the general direction of a supervisory level nursing position and in accordance with a prescribed nursing care plan. Supervision may be exercised over the work of Licensed Practical Nurses and related auxiliary nursing personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assesses patient nursing care needs and prepares and carries out a nursing care plan;

Supervises sub-professional nursing personnel;

Is responsible for the care of patients and their quarters, including making beds, changing linens, keeping order, lifting and moving patients, giving baths and rubs, and caring for personal effects;

Is responsible for observing symptoms and carrying out diagnostic procedures ordered by the physician;

Prepares and applies dressings, gives medication and nursing and therapeutic treatment as prescribed by physicians;

Instructs patient or members of patient's family in regard to patient's diet, health habits, the carrying out of treatments at home and rehabilitative measures as authorized by the physician;

Performs related services for patients in the prevention of illness and the attainment of maximum health;

Makes contacts with appropriate social services or health agencies as necessary to assure patient needed services or follow-up care;

Maintains a variety of records and prepares reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of nursing principles and techniques and their relation to medical and surgical practices and skill in their application;

Working knowledge of material medical, hospital dietetics, sanitation, and personal hygiene;

Skill in the application of nursing techniques and practices;

Ability to understand and follow technical oral and written instructions;

Ability to keep records and make reports;

Ability to get along well with patients, physicians and others;

Ability to carry out successfully the therapeutic measures prescribed;

Ability to plan and supervise the work of sub-professional and non-technical personnel;

Good observation, mental alertness, firmness, initiative, cheerfulness, patience, emotional stability, sympathetic and caring attitude toward the sick, good moral character;

Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from a school of nursing approved by the State Education Department from a course approved by such department as qualifying for Registered Professional Nurse.

SPECIAL REQUIREMENTS: Eligibility for a license issued by the State of New York to practice as a Registered Professional Nurse. Possession of the license at the time of appointment. In certain positions, a license can be obtained after appointment but only if work can be performed under the auspices of a licensed Registered Professional Nurse.

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: 36.0
Title of Position: Public Health Nurse #8 Base Salary of Position: \$55,070 Grade: 21
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: 13177/ McAvey Date of Vacancy: 08/19/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance % Variable upon pt 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. 7/29/22
Human Resources Director has approved this form when initialed. AS 6/19/22

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 6/13/22

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 Frank E. Thomas Date _____

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 E. Frasier approved Date 6/21/22
by email (initials)

PUBLIC HEALTH NURSE

DISTINGUISHING FEATURES OF THE CLASS: This position involves the performance of public health nursing activities including responsibility for assessment of health needs and developing the plan of care for individuals and families. The incumbent is also responsible for the initial implementation of nursing care plans and providing nursing care as well as the periodic re-evaluation of individual and family nursing needs. The work is performed under the general direction of a Supervising Public Health Nurse with wide leeway allowed for the exercise of independent judgment for planning and carrying out assignments. Supervision is exercised over Registered Professional Nurses and other subordinate staff. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Gives skilled nursing care and prescribed treatments to patients in their homes and clinics and demonstrates nursing care to patients and families;
May lead a team providing nursing care and evaluates the effectiveness of team activities;
May perform duties such as pediatric nurse or family nurse practitioner;
May provide for the continuity of patient care for promoting referral of hospital and clinic patients to appropriate community agencies;
Coordinates plans for service with nutritionists, social workers, physical therapists, physicians and other professional workers concerned with individual and family health care;
Counsels and guides individuals and families towards self-help in recognition and solution of physical, emotional and environmental health problems;
Provides nursing services in clinics and schools;
Teaches classes, addresses groups and participates in community planning related to nursing and health;
Participates in the conduct of surveys and studies related to health matters;
Compiles and uses records, reports and statistical information for evaluation and planning of the assigned programs.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Thorough knowledge of current public health nursing practice;
Working knowledge of the administrative organization of community facilities;
Skill in the application of current nursing procedures and techniques of patient care;
Ability to plan and coordinate nursing care for individuals, families and groups and supervise nursing personnel assigned to assist with this care;
Ability to communicate effectively;
Ability to establish and maintain cooperative working relationships;
Ability to accept and utilize guidance;
Ability to perform duties in accordance with ANA Code for Professional Nurses;
Acceptable physical condition and mental health to carry out the responsibilities of the position.

MINIMUM QUALIFICATIONS:

- A) A baccalaureate degree in nursing from a regionally accredited or New York State registered four-year college or university; and
- B) Licensure and current registration to practice as a Registered Professional Nurse in New York State

WC: Revised, 1.1980

JC: Competitive

Format Update 2022

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: 36.0
Title of Position: Public Health Nurse #35 Base Salary of Position: \$55,070 Grade: 21
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: 13472/Swan Date of Vacancy: 08/25/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance % Variable upon 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. 6/19/22

Human Resources Director has approved this form when initialed. 6/19/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Fresia approved Date 6/21/22
by Lencia [Signature]

PUBLIC HEALTH NURSE

DISTINGUISHING FEATURES OF THE CLASS: This position involves the performance of public health nursing activities including responsibility for assessment of health needs and developing the plan of care for individuals and families. The incumbent is also responsible for the initial implementation of nursing care plans and providing nursing care as well as the periodic re-evaluation of individual and family nursing needs. The work is performed under the general direction of a Supervising Public Health Nurse with wide leeway allowed for the exercise of independent judgment for planning and carrying out assignments. Supervision is exercised over Registered Professional Nurses and other subordinate staff. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Gives skilled nursing care and prescribed treatments to patients in their homes and clinics and demonstrates nursing care to patients and families;
May lead a team providing nursing care and evaluates the effectiveness of team activities;
May perform duties such as pediatric nurse or family nurse practitioner;
May provide for the continuity of patient care for promoting referral of hospital and clinic patients to appropriate community agencies;
Coordinates plans for service with nutritionists, social workers, physical therapists, physicians and other professional workers concerned with individual and family health care;
Counsels and guides individuals and families towards self-help in recognition and solution of physical, emotional and environmental health problems;
Provides nursing services in clinics and schools;
Teaches classes, addresses groups and participates in community planning related to nursing and health;
Participates in the conduct of surveys and studies related to health matters;
Compiles and uses records, reports and statistical information for evaluation and planning of the assigned programs.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Thorough knowledge of current public health nursing practice;
Working knowledge of the administrative organization of community facilities;
Skill in the application of current nursing procedures and techniques of patient care;
Ability to plan and coordinate nursing care for individuals, families and groups and supervise nursing personnel assigned to assist with this care;
Ability to communicate effectively;
Ability to establish and maintain cooperative working relationships;
Ability to accept and utilize guidance;
Ability to perform duties in accordance with ANA Code for Professional Nurses;
Acceptable physical condition and mental health to carry out the responsibilities of the position.

MINIMUM QUALIFICATIONS:

- A) A baccalaureate degree in nursing from a regionally accredited or New York State registered four-year college or university; and
- B) Licensure and current registration to practice as a Registered Professional Nurse in New York State

WC: Revised, 1.1980

JC: Competitive

Format Update 2022

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: 36.0
Title of Position: Senior Account Clerk #1 Base Salary of Position: \$36,414 Grade: 7
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: 8844/ DeCesare Date of Vacancy: 01/22/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% 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. Ray 6/9/22
Human Resources Director has approved this form when initialed. 7/5 6/9/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Frasier approved Date 6/21/22
by [Signature]

SENIOR ACCOUNT CLERK

DISTINGUISHING FEATURES OF THE CLASS: An incumbent in this position independently performs moderately difficult accounting or financial recordkeeping tasks. Employees generally follow a prescribed routine in the performance of duties and in most cases receive only infrequent general instructions. The work may require a general understanding of specific laws, office rules, procedures and policies. The work is performed under the supervision of a higher-level supervisor and although the incumbent may train lower level clerical workers, supervision need not be a responsibility of this position. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Reviews a variety of complex financial documents, classifies them and distributes items into a variety of accounts according to prescribed procedures and policies;

Posts figures to appropriate accounts, makes all necessary adjustments in balances and verifies/reconciles balance;

Tracks, audits and/or monitors a variety of accounts;

Verifies adjustments are made to correct allocations and issues reports as required;

Prepares complex financial and statistical summary reports;

Checks for accuracy of computations and completeness and supervises the preparation of daily, weekly and monthly reports which are compiled into summary reports or claims for state or federal reimbursement;

Prepares in final format accounting and financial statements, payrolls, statistical tabulations and data, form letters, memoranda, vouchers, reports, requisitions or data from various equipment as the source material;

Prepares funds for deposits into book accounts, reconciles accounts and prepares reports from information;

Contacts clients, vendors and other agencies to obtain additional information;

Provides information orally or in writing in response to inquiries on status of accounts;

Conducts correspondence on matters where policies and procedures are well defined;

Processes, sorts, indexes, records and files a variety of control records and reports, or oversee the process;

Performs complex payroll transactions or may prepare payroll and related reports;

May supervise employees by assigning and reviewing completed work and instructing new employees in specialized accounting keeping activities;

May assist in preparation of figures and reports for use in budget preparation;

Uses computer applications or other automated systems such as spread sheets, word processing, calendar, email and database software in performing work assignments;

Performs related work as required.

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: 36.0
Title of Position: Senior Account Clerk #2 Base Salary of Position: \$36,414 Grade: 7
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: 10879/ Baker Date of Vacancy: 9/2/2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % 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. 2/23/22
Human Resources Director has approved this form when initialed. 10/19/22

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 6/13/22

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 Frank E. Thomas Date 6/14/22

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 E. Fresie approved Date 6/21/22
by Lemair

SENIOR ACCOUNT CLERK

DISTINGUISHING FEATURES OF THE CLASS: An incumbent in this position independently performs moderately difficult accounting or financial recordkeeping tasks. Employees generally follow a prescribed routine in the performance of duties and in most cases receive only infrequent general instructions. The work may require a general understanding of specific laws, office rules, procedures and policies. The work is performed under the supervision of a higher-level supervisor and although the incumbent may train lower level clerical workers, supervision need not be a responsibility of this position. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Reviews a variety of complex financial documents, classifies them and distributes items into a variety of accounts according to prescribed procedures and policies;

Posts figures to appropriate accounts, makes all necessary adjustments in balances and verifies/reconciles balance;

Tracks, audits and/or monitors a variety of accounts;

Verifies adjustments are made to correct allocations and issues reports as required;

Prepares complex financial and statistical summary reports;

Checks for accuracy of computations and completeness and supervises the preparation of daily, weekly and monthly reports which are compiled into summary reports or claims for state or federal reimbursement;

Prepares in final format accounting and financial statements, payrolls, statistical tabulations and data, form letters, memoranda, vouchers, reports, requisitions or data from various equipment as the source material;

Prepares funds for deposits into book accounts, reconciles accounts and prepares reports from information;

Contacts clients, vendors and other agencies to obtain additional information;

Provides information orally or in writing in response to inquiries on status of accounts;

Conducts correspondence on matters where policies and procedures are well defined;

Processes, sorts, indexes, records and files a variety of control records and reports, or oversee the process;

Performs complex payroll transactions or may prepare payroll and related reports;

May supervise employees by assigning and reviewing completed work and instructing new employees in specialized accounting keeping activities;

May assist in preparation of figures and reports for use in budget preparation;

Uses computer applications or other automated systems such as spread sheets, word processing, calendar, email and database software in performing work assignments;

Performs related work as required.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of modern methods of keeping and reviewing financial accounts and records;
Good knowledge of modern office terminology, procedures and equipment;
Ability to make complex arithmetic computations accurately;
Speed;
Ability to organize and maintain accurate records and files;
Ability to analyze and organize data and prepare records and reports;
Ability to understand and interpret complex oral instructions and/or written directions;
Ability to perform close, detail work involving considerable visual effort and concentration;
Ability to establish and maintain effective working relationships with others;
Ability to communicate effectively, both orally and in writing;
Ability to operate a computer with a high degree of accuracy and utilize common office software programs including word processing, spreadsheets, and databases to generate necessary reports and input data;
Ability to analyze data and prepare and maintain detailed records and reports.

MINIMUM QUALIFICATIONS:

Graduation from high school diploma or possession of a high school equivalence diploma and:

- A) Associate's Degree or higher in accounting, business or closely related field; or
- B) Two years of experience maintaining financial accounts and records.

NOTE: Education beyond the secondary level must be obtained from an institution that is a regionally accredited or New York State registered college or university.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of modern methods of keeping and reviewing financial accounts and records;

Good knowledge of modern office terminology, procedures and equipment;

Ability to make complex arithmetic computations accurately;

Speed;

Ability to organize and maintain accurate records and files;

Ability to analyze and organize data and prepare records and reports;

Ability to understand and interpret complex oral instructions and/or written directions;

Ability to perform close, detail work involving considerable visual effort and concentration;

Ability to establish and maintain effective working relationships with others;

Ability to communicate effectively, both orally and in writing;

Ability to operate a computer with a high degree of accuracy and utilize common office software programs including word processing, spreadsheets, and databases to generate necessary reports and input data;

Ability to analyze data and prepare and maintain detailed records and reports.

MINIMUM QUALIFICATIONS:

Graduation from high school diploma or possession of a high school equivalence diploma and:

A) Associate's Degree or higher in accounting, business or closely related field; or

B) Two years of experience maintaining financial accounts and records.

NOTE: Education beyond the secondary level must be obtained from an institution that is a regionally accredited or New York State registered college or university.

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: 36.01
Title of Position: PT Infant Feeding Advocate Not to Exceed 20 hrs/wk avg Base Salary of Position: \$15,186 (Prorated) Grade: 3
Filling at Step # (If Known):
Budget code and title: A.4013 PH WIC Part Time Salaries Union [checked] Non-Union []
This position is vacated due to: [] Retirement [checked] Resignation [] Termination [] Promotion [] Other []
Employee No./Last Name: 13262/Langworthy Date of Vacancy: 12/6/19
Is this position mandated? [checked] Yes [checked] No Is the position reimbursable? [checked] Yes [] No
Source of reimbursement: [] Federal [] % [checked] State 100 % [] Other [] %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [] Competitive-no list (hiring would be provisional) [checked] 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. [Signature] 6/19/22

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[checked] The Administrator has no objection to the filling of the vacancy.
[] The Administrator objects to the filling of the vacancy.
Administrator Signature [Signature] Date 6/13/22

BUDGET OFFICER COMPLETES THIS SECTION

[checked] 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 6/14/22

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services
[checked] 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 6/21/22
by email [Signature]

INFANT FEEDING ADVOCATE

DISTINGUISHING FEATURES OF THE CLASS: Under the supervision of the W.I.C. (Women, Infants and Children) Coordinator the Infant Feeding Advocate promotes breastfeeding as the optimal method of infant feeding among W.I.C. participants. Provides breastfeeding education, follow-up and basic clerical support relating to breastfeeding to promote W.I.C. program operations. Assists W.I.C. staff as assigned by the W.I.C. Coordinator or Breastfeeding Coordinator. An Infant Feeding Advocate must be enthusiastic about the W.I.C. program and breastfeeding and have a desire to share that enthusiasm.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Provides information and promotes breastfeeding to W.I.C. participants and the community;
Evaluates client breast pump needs, issues breast pumps according to policy and provides information to clients on best practices for breast milk collection and storage;
Conducts or assists with group breastfeeding classes;
Makes telephone contacts with breastfeeding participants to support breastfeeding and identify clients needing additional assistance to optimize their breastfeeding success;
Works with W.I.C. Coordinator and Breastfeeding Coordinator in development and implementation of promotional ideas;
Evaluates and identifies breastfeeding issues that may require referral and continuous follow-up;
Refers W.I.C. breastfeeding mothers to the Lactation Consultant and/or physician when the problems presented are beyond the Infant Feeding Advocate's scope of breastfeeding knowledge and skills;
Assists clinic staff with the counseling of W.I.C. clients by telephone or by in-person visits to clinic;
Documents Infant Feeding Advocate education codes on client's participant form;
Files W.I.C. Client Detail Records according to policies/procedures;
Documents Client follow-up contact and progress;
Accurately documents pump issuance and/or retrieval according to policies/procedures;
Maintains breastfeeding equipment and pumps according to sanitation/safety and infection control guidelines, manufacturer's equipment instructions and policies/procedures;
Completes New York State and local agency training and is able to meet training objectives;
Attends and participates in regularly scheduled Peer Advocate meetings for on-going training and policy updates;
Shares information obtained from peer advocate meetings/trainings with supervisor and clinic staff;
Integrates information into daily work/practices;
Assists with orientation and coaching of new staff on breastfeeding skills;
Successfully passes Infant Feeding Advocate competency evaluations and completes all training modules within six months of employment;
Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Ability to develop and maintain satisfactory working relationships with pregnant women and breastfeeding mothers;

Ability to get along well with others;

Ability to communicate effectively both orally and in writing;

Ability to keep records;

Ability to work independently;

Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency diploma.

SPECIAL REQUIREMENT: Possession of a NYS driver's license at time of appointment.

WC: Adopted, 8.10.09

JC: Competitive

Format Update 2022

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2022 AS OF 6/9/2022 12:33:40 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V
 CODE(S): 4010, 4013, 4054, 4190, 4018, 4189, 4191, 4192, 4193, 4194

	2022 BUDGETED	2022 YTD ACTUAL	2021 Prior Year Totals
EXPENSES			
Salaries - Regular	\$2,957,317.81	\$791,941.43	\$2,253,568.55
Salaries - Overtime	\$190,700.00	\$26,660.08	\$155,258.31
Salaries - Part Time	\$882,512.19	\$119,931.63	\$533,265.12
100's PERSONAL SERVICES	\$4,030,530.00	\$938,533.14	\$2,942,091.98
200's EQUIPMENT	\$202,300.00	\$129.99	\$69,942.71
400's CONTRACTUAL	\$6,653,052.19	\$1,321,374.42	\$5,557,847.08
800's EMPLOYEE BENEFITS	\$1,566,067.00	\$463,788.89	\$1,294,467.65
TOTALS	\$12,451,949.19	\$2,723,826.44	\$9,864,349.42
REVENUES			
	2022 BUDGETED	2022 YTD ACTUAL	2021 Prior Year Totals
	\$9,976,720.00	\$828,459.74	\$7,185,081.36

Note: We currently are working on the CHHA May billing. Reflected above is an accrual for the April billing of \$108,963.91.

Warren County Health Services
 Salaries Comparison
 2022 v 2021

	YTD 2022	YTD 2021	YTD 22v21	% Change	Total Budget 2022	Total Actual 2021
Total of All Depts	\$791,941.43	\$863,303.34	(\$71,361.91)	-8.27%	\$2,957,317.81	\$2,253,568.55
Regular Salaries	\$26,660.08	\$88,046.32	(\$61,386.24)	-69.72%	\$190,700.00	\$155,258.31
Overtime Salaries	\$119,931.63	\$239,518.17	(\$119,586.54)	-49.93%	\$882,512.19	\$533,265.12
Part Time Salaries	\$938,533.14	\$1,190,867.83	(\$252,334.69)	-21.19%	\$4,030,530.00	\$2,942,091.98
% current YTD Salary to Total Budget	23.29%	40.48%				

*Source: Detail G/L report for all Salary Category from 1/1/22-5/22/22.
 Overall, total salaries are \$252,334.69 or 21.19% under 2021 Salaries. Regular salaries are under 2021 due primarily to positions that remain open in both the CHHA and WIC programs. Both Part Time and Overtime salaries are below 2021, due to the fact that less hours have been needed for contact tracing and some clinics. The State no longer is doing as much contact tracing. Public Health still needs to follow up on concerns for the community.

Warren County Health Services
Revenue and Expense Comparison 2022 vs 2021
as of 06/9/22

EXPENSES	2022 YTD Actual as of 6/9/22 G/L (Reflected is 5/22/22 Payroll)	2021 YTD as of 6/9/21 G/L (Reflected is 5/23/21 Payroll)	Variance
Salaries - Regular	\$791,941.43	\$863,303.34	(\$71,361.91)
Salaries - Overtime	\$26,660.08	\$88,046.32	(\$61,386.24)
Salaries - Part Time	\$119,931.63	\$239,518.17	(\$119,586.54)
100's PERSONAL SERVICES	\$938,533.14	\$1,190,867.83	(\$252,334.69)
200's EQUIPMENT	\$129.99	\$34,680.14	(\$34,550.15)
400's CONTRACTUAL	\$1,321,374.42	\$1,878,050.07	(\$556,675.65)
800's EMPLOYEE BENEFITS	\$463,788.89	\$565,043.47	(\$101,254.58)
TOTALS	\$2,723,826.44	\$3,668,641.51	(\$944,815.07)

REVENUES	2022 YTD ACTUAL	2021	Variance
	\$828,459.74	\$1,251,674.34	(\$423,214.60)

Comments:

Salaries: (please see previous page) overall are \$252,334.69 or 21.19% below 2021 as of the 05/23/22 payroll. Salaries for 2022 are 23.29% of the budget YTD while was 40.48% of budget for 2021. As stated, due to COVID activities, Per Diem and Part Time staff were being utilized in 2021 by the Public Health Department to continue with COVID clinics and contact tracing. We have seen a significant decrease in both Part time and Overtime salary expenses due to less staff needed for contact tracing and new guidelines. However, our Public Health staff still need to be utilized for issues that need to be addressed and followed up by our Contact Tracers, Staff for Covid Clinics and others as needed by our Public Health Department.

Equipment: To date the only equipment purchase for 2022 is a hole punch needed for the Early Intervention and Preschool Programs. Last year at this time the primary purchases were 2 new vehicles.

Contractual Expenses: These are under 2021 expenses YTD due to primarily timing of invoices related to the Preschool program for a month or so.

Employee Benefits: Employee benefits remain under 2021 due to savings within salaries from positions not filled and within programs we are utilizing less per diem/part time staff due to decrease in COVID activities.

Revenues: Revenues reflect the YTD billings for 2022 vs 2021. Both years reflect YTD April billings. The 2021 Revenues were slightly higher due to more referrals and nursing staff was larger therefore able to see more patients. Referrals are starting to pick up again , however staffing is still an issue for the Homcare division. Also at this time, we still do not have regular Public Health clinics planned but we are starting to schedule Rabies clinics monthly for the summer into fall.

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

CATEGORY	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021
SN Referral	55	54	73	57	55	59	49	57	45	42	40	32
PRI	1	0	0	1	0	2	3	1	1	2	4	1
SN Referrals per month	56	54	73	58	55	61	52	58	46	44	44	33
PT Referral	40	39	50	47	41	54	32	48	40	30	36	37
PT only	9	11	12	9	8	11	8	8	10	5	13	12
Total Referrals per month	65	65	85	67	63	72	60	66	56	49	57	45
20 vs 21 (%)	-40	-33	-18	8	-15	-20	-32	-32	-38	-55	-35	-44

CATEGORY	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022
SN Referral	30	25	30	38								
PRI	1	2	3	4								
SN Referrals per month	31	27	33	42	0							
PT Referral	30	28	47	38								
PT only	7	5	14	10								
Total Referrals per month	38	32	47	52	0	169						
21 vs 22 (%)	-42	-51	-45	-22								

VISITS	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021
SN visits	573	561	686	668	550	624	583	618	457	381	385	328
LPN visits	57	68	76	76	61	67	49	65	43	33	35	25
PT visits	270	309	358	310	282	373	319	264	308	261	310	285
OT visits	54	61	56	29	28	42	42	38	32	31	28	42
Speech visits	32	44	37	26	28	17	24	10	5	2	2	2
Total visits per month	986	1043	1213	1109	949	1123	1017	995	845	708	760	682

VISITS	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022
SN visits	297	280	343	287								
LPN visits	32	22	35	34								
PT visits	266	261	327	275								
OT visits	48	30	36	28								
Speech visits	6	10	8	5								
Total visits per month	649	603	749	629	0							

Numbers current as of 05/20/2022

Warren County Health Services
Patient Served by Town
CHHA Division

Town	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021
Adirondack	3	4	3	3	2	0	3	1	1	1	0	0
Athol	0	0	4	4	1	0	0	0	0	3	1	0
Bakers Mills	1	1	1	1	1	1	1	1	1	1	1	1
Bolton Landing	3	5	2	2	4	9	12	11	6	3	3	1
Brant Lake	3	1	2	3	1	3	4	3	1	1	2	3
Chestertown	6	6	9	8	5	5	8	7	8	8	6	6
Cleverdale	0	1	2	0	0	0	0	0	0	0	0	0
Diamond Point	5	2	3	2	0	2	3	3	3	1	0	0
Glens Falls	42	46	47	51	52	46	38	31	30	27	29	27
Hague	6	3	2	3	2	3	3	4	4	2	2	2
Johnsburg	4	4	2	5	5	3	2	4	3	4	2	1
Katskill Bay	0	0	0	0	1	2	0	0	0	0	0	0
Lake George	15	14	15	14	11	18	18	12	12	7	12	18
Lake Luzerne	8	7	7	7	5	6	10	8	6	5	6	7
North Creek	2	3	2	2	3	4	5	3	2	3	4	3
North River	0	0	0	0	0	0	0	0	0	0	0	1
Olmstedville	1	2	2	4	3	2	1	1	1	1	1	1
Pottersville	2	1	2	4	7	6	3	2	2	1	1	1
Queensbury	59	60	76	67	57	66	59	57	56	50	50	53
Riparius	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	1	1	1	0	1	2	2	2	1	0	0	0
Stony Creek	1	1	1	0	0	0	1	1	0	0	1	2
Warrensburg	16	20	20	16	13	13	14	13	15	14	16	9
Wevertown	2	1	2	2	2	2	1	1	1	1	1	0
Total	180	183	205	198	176	193	188	165	154	132	137	136

Town	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022
Adirondack	0	0	3	3	3	0	0	0	0	0	0	0
Athol	0	1	1	1	1	0	0	0	0	0	0	0
Bakers Mills	1	1	1	1	1	1	1	1	1	1	1	1
Bolton Landing	2	2	2	2	2	2	2	2	2	2	2	2
Brant Lake	1	1	1	1	0	0	0	0	0	0	0	0
Chestertown	2	6	7	10	0	0	0	0	0	0	0	0
Cleverdale	0	0	0	0	0	0	0	0	0	0	0	0
Diamond Point	0	0	0	0	0	0	0	0	0	0	0	0
Glens Falls	26	36	29	31	0	0	0	0	0	0	0	0
Hague	4	2	2	2	0	0	0	0	0	0	0	0
Johnsburg	2	3	4	5	0	0	0	0	0	0	0	0
Katskill Bay	0	0	0	0	0	0	0	0	0	0	0	0
Lake George	14	13	11	9	0	0	0	0	0	0	0	0
Lake Luzerne	5	7	3	3	0	0	0	0	0	0	0	0
North Creek	1	5	1	0	0	0	0	0	0	0	0	0
North River	0	0	0	0	0	0	0	0	0	0	0	0
Olmstedville	1	0	0	0	0	0	0	0	0	0	0	0
Pottersville	2	2	2	2	2	2	2	2	2	2	2	2
Queensbury	39	38	46	45	0	0	0	0	0	0	0	0
Riparius	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	0	0	1	1	1	1	1	1	1	1	1	1
Stony Creek	2	0	1	2	0	0	0	0	0	0	0	0
Warrensburg	13	12	10	8	8	8	8	8	8	8	8	8
Wevertown	0	1	1	1	1	1	1	1	1	1	1	1
Total	115	130	126	124	0	0	0	0	0	0	0	0

BT ACTIVITY SHEET
BP3 (new) - 7/1/21 - 6/30/22

Page 1

Topic Color Codes

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

May COVID 2 nd Booster Clinics (various dates and locations)	In Person	Warren County Immunization Program	Nancy Parsons, Tammy Harvey, Clinic Team	Response
May 6 th	Virtual	Mandatory State Quarterly Health Emergency Preparedness Coalition Meeting	Dan Durkee	Planning/Networking
May 10 th	In Person	TTX – Car Ramming Incident in Lake George	Dan Durkee	Exercise
May 10 th	Virtual	Regional PHEPR Coordinators Meeting	Drew Crawford	Networking
May 17 th	Virtual	Fatality Management Program	Dan Durkee	Planning
May 23 rd		Monkeypox provider alert sent	Dan Durkee	Planning & Response
May 3 rd - 31 st	In Person	Community POD Location Review (9 sites)	Don Stack	Planning
June (ongoing)	In Person	COVID-19 Vaccination Clinics	Nancy Parsons & Clinic Team	Response

BT ACTIVITY SHEET

BP3 (new) - 7/1/21 - 6/30/22

Page 2

Topic Color Codes

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

June 1st		Warren County Proposed EPR Budget for the 2022- 2023 Grant Submitted	Ginelle Jones	Planning
June 14 th	Virtual	Regional BT Coordinators Meeting	Dan Durkee	Networking
June 22 nd	Virtual	ELC School Grant Meeting	Ginelle Jones, Marie Delorenzo, Dan Durkee	Planning & Response
June 23 rd	In Person	NYSACHO Meeting	Ginelle Jones	Networking, Planning
June 27 th	Virtual	BPR 4 Emergency Preparedness Meeting	Dan Durkee	Planning
June 30 th		BP 3 grant Year closes finalize all survey data and reports for submission to NYSDOH	Dan Durkee, Don Stack	Planning

Warren County Public Health Rabies Program

May 2022

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

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for May – 22

Specimens tested for rabies this month- 4

Positive specimens for rabies- 2 Foxes

People pre-approved for rabies post exposure treatment- 10 (1 exposed to fox #1) (1 confirmed, 3 suspected to fox #2)

Rabies Clinics this month- 1

Next Rabies Clinic- July 16th at the Chester Fire House and August 13th at the Queensbury Community Center both 10 AM- 12 PM