

**Warren County Health Services  
Health Services Committee  
AGENDA FOR**

**July 18, 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 June 20, 2022 Committee meeting.**
- III. **Action Agenda/New Business**

<b>Request Resolution: 1</b>	To authorize contract with Hudson Headwaters Health Network (HHN) to provide healthcare provider to cover public health referrals and clinics with automatic annual renewal unless there is over a 5% annual rate increase and/or 30 day written termination notice. <b>(Attachment #1)</b>
<b>Rationale:</b>	Due to retirements of the STD and TB providers, coverage is needed to ensure these services are available to community members. State Aid revenue will offset 36% of associated costs.

<b>Request Resolution: 2</b>	To authorize contract with Marissa Defoe, pharmacist for pharmacy consultation services at the rate \$65/hr with automatic annual renewal unless there is over 5% annual increase and/or 30 day written termination notice by either party. <b>(Attachment #2)</b>
<b>Rationale:</b>	Article 28 facilities are required to have an annual pharmacy consult to ensure proper storage and handling of vaccine and other pharmaceuticals. In addition, consultation may be needed throughout the year. State Aid revenue will offset 36% of the associated expenses.

**I. Information for Discussion/Review**

**Report of Revenues and Expenditures for 2022**

Please see **Attachment #3**. 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 #4**.

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

### **Status of Referrals**

Please see **Attachment 5 A/B** for the report.

### **Emergency Response and Preparedness**

Please see **Attachment #6** for the report.

### **Rabies Report:**

Please see **Attachment #7** for the report.

### **Meeting/ Conference Authorizations: (Attachment #8)**

To authorize Val Whisenant to participate in Webinar through Home Care Association: OASIS-E Overview and Considerations for Implementation on July 13, 2022. The cost of the webinar is \$75 and funding is in the current budget.

### **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: Contract with HHHN for STD and TB Provider
2. Resolution Request: Contract with Marissa DeFoe for Pharmacy Consultation
3. Report of Revenues and Expenditures for 2022
4. Revenue and Expense Comparison Report for 2021 vs 2022
5. Report of Referrals Status **A/B**
6. Emergency Response and Preparedness Activities Report
7. Rabies Report
8. Meeting Authorization: HCA OASIS-E Overview and Considerations for Implementation

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME: Health Services**

**DATE: July 18, 2022**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To contract with Hudson Headwaters Health Network (HHHN) ensure public health clinics have a medical provider and there is provision for provider consultation for public health referrals as needed. An hourly rate will be established and there will be automatic annual contract renewal as long as there is not more than a 5% rate increase and/or 30 day written termination notice rendered by either party.**
- (c) Name of Contractor: **Hudson Headwaters Health Network (HHHN)**
- (d) Address of Contractor: **161 Carey Rd, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **TBA**
- (f) Has or will the Contract be provided, if so, please attach: **TBA**
- (g) Commencement Date of Contract: **August 22, 2022**
- (h) Termination Date of Contract: **Automatic annual renewal unless rate increase exceeds 5% annual rate increase or 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. **Voucher Hourly Rate**)
- (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.4018.0030.435 Disease Control Medical Fees/ A.4018.0030.437 Disease Control Consulting Fees**

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

## **RESOLUTION REQUEST FORM NO. 3**

### ***Request for New Contract***

**DEPARTMENT NAME: Health Services**

**DATE: July 18, 2022**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To provide pharmacist consultation services at a rate of \$65/hr with automatic annual renewal as long as there is not more than 5% annual rate increase and/or 30 day written termination notice rendered by either party.**
- (c) Name of Contractor: **Marissa DeFoe**
- (d) Address of Contractor: **368 Mott Rd, Gansevoort NY 12831**  
**email: marissadefoe86@gmail.com**
- (e) Contractor's Contact Person and Telephone Number:  
**Marissa DeFoe 518-260-7808**
- (f) Has or will the Contract be provided, if so, please attach: **Resolution 309 of 2017/ Template attached**
- (g) Commencement Date of Contract: **August 22, 2022**
- (h) Termination Date of Contract: **Automatic annual renewal unless rate increase exceeds 5% annual rate increase or 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. **Voucher Hourly Rate**)
- (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.4018.0030.437 Disease Control Consulting Fees**

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

\*as listed in budget and LOGOS

# Warren County Board of Supervisors

## RESOLUTION NO. 309 OF 2017

**RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MACDONALD, VANSELOW, MONTESI, BRAYMER, MCDEVITT AND LEGGETT**

**AUTHORIZING AN AGREEMENT WITH MICHAEL FISH, R.PH. TO SERVE AS A PHARMACEUTICAL CONSULTANT FOR PUBLIC HEALTH AS REQUIRED BY NEW YORK STATE DEPARTMENT OF HEALTH REGULATIONS**

WHEREAS, the Director of Public Health/Patient Services has requested approval to enter into an agreement with Michael Fish, R.PH. to provide pharmaceutical consulting services for Public Health, as required by the New York State Department of Health regulations, and

WHEREAS, the Health, Human and Social Services Committee has considered and approved the request to enter into an agreement with Michael Fish, R.PH, 46 Kings Road, Lake George, New York 12845 for pharmaceutical consulting services at an hourly rate of Sixty-Five Dollars (\$65) per hour, not to exceed Three Hundred Twenty-Five Dollars (\$325) per year, for a term commencing on August 21, 2017 and terminating upon thirty days written notice by either party, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement with Michael Fish, R.PH. as outlined above in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for the agreement shall be expended from Budget Code A.4018.0030.437, Preventive Program, Disease Control, Consulting Fees.

## SERVICE PROVIDER AGREEMENT

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

1. The County and the Provider agree that the Provider will provide pharmaceutical consulting services according to NYSDOH regulations for Warren County Public Health.

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider an hourly rate of Sixty-Five Dollars (\$65) per hour, not to exceed Three Hundred Twenty-Five Dollars (\$325) annually for a term commencing on August 21, 2017 and terminating upon thirty (30) days written notice by either party. The County shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to in writing by the County. The County shall make payments within thirty (30) days after the services have been completed and an invoice has been received.

3. Relationship of the parties:

- a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- b. All personnel of the Provider shall be within the employ of Provider only, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

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

5. The Provider shall indemnify, defend and hold the County harmless from and against any claim, liability, loss or damage, including reasonable attorney's fees, arising by reason of the death or bodily injury of persons, injury to property or other loss or damage resulting or arising, without limitation, from Provider's providing the services or products described in Item 1 of this Agreement.

6. The Provider shall carry Professional Liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

7. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph number 6 before service from Provider begins. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the County of Provider's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that Provider provide insurance coverage as noted anywhere in this Agreement.

8. The effective date of this Agreement shall be August 21, 2017 and shall remain in force and in effect unless amended by mutual agreement of the parties or until terminated by either party with or without cause with thirty (30) days prior written notice. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

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

10. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above.

with a copy (which shall not constitute notice) to:

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

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

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

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

Approved as to Form:

Mary Clough Kinn  
Assistant Warren County Attorney

COUNTY OF WARREN

By: [Signature]  
RONALD F. CONOVER, CHAIRMAN  
Board of Supervisors

Date 8-21-17

[Redacted]  
By: [Redacted]  
Title [Redacted]  
Date: [Redacted]

## BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is made by and between **Warren County** (the "Covered Entity"), and **MICHAEL FISH, R. PH.** (the "Business Associate").

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

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

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

**1. Definitions**

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" is defined in the HIPAA Rules and for this specific agreement shall mean Wendy Maciariello.

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

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

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

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

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

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

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

## **2. Use and Disclosure of PHI and EPHI**

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

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

(c) The Business Associate may also use the PHI and EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to PHI and

EPHI, the combining of the PHI and EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

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

### **3. The Covered Entity's Obligations**

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

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

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

### **4. Safeguards/Requirements**

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

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

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

(d) Under the HIPAA Rules the requirements pertaining to "administrative safeguards," "physical safeguards," "technical safeguards," and "policies and procedures and

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

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

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

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

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

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

approve of the form and content of any such breach notification that the Business Associate provides to Individuals.

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

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

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

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

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

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

## **5. Access to Information**

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

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

~~(c) The Business Associate will provide access to PHI and EPHI in its~~

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

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

## **6. Mitigation**

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

## **7. Indemnification**

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

## **8. Termination**

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

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

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

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

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

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

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

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

## 9. Miscellaneous

The following provisions shall apply to this Agreement:

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

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

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

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

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

## **10. Failure of Performance**

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

## **11. Notices**

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

The Covered Entity's Privacy and/or Security Official is Brian S. Reichenbach, Warren County Attorney, Warren County Municipal Center, 1340 State Route 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.

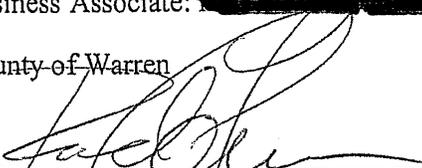
14. Binding Effect

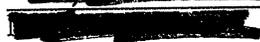
This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

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

Business Associate: 

County of Warren

By:   
\_\_\_\_\_  
Ronald F. Conover, Chairman  
Warren County Board of Supervisors

  
\_\_\_\_\_  


**WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS**

REVENUE AND EXPENDITURES FOR 2022 AS OF 7/11/2022 10:07:55 AM

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

EXPENSES	2022 BUDGETED	2022 YTD ACTUAL	2021 Prior Year Totals
Salaries - Regular	\$2,974,772.81	\$1,029,332.06	\$2,253,568.55
Salaries - Overtime	\$190,700.00	\$35,319.18	\$155,258.31
Salaries - Part Time	\$882,512.19	\$147,785.27	\$533,265.12
100's PERSONAL SERVICES	\$4,047,985.00	\$1,212,436.51	\$2,942,091.98
200's EQUIPMENT	\$952,496.00	\$783.91	\$69,942.71
400's CONTRACTUAL	\$6,651,728.19	\$1,794,318.45	\$5,557,847.08
800's EMPLOYEE BENEFITS	\$1,569,420.00	\$570,765.80	\$1,294,467.65
<b>TOTALS</b>	<b>\$13,221,629.19</b>	<b>\$3,578,304.67</b>	<b>\$9,864,349.42</b>
<b>REVENUES</b>	<b>2022 BUDGETED</b>	<b>2022 YTD ACTUAL</b>	<b>2021 Prior Year Totals</b>
	\$10,730,211.00	\$1,043,581.73	\$7,185,081.36

Note: We currently are working on finalizing the CHHA June billing.

**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	\$1,029,332.06	\$1,120,701.02	(\$91,368.96)	-8.15%	\$2,974,772.81	\$2,253,568.55
Regular Salaries	\$35,319.18	\$94,891.28	(\$59,572.10)	-62.78%	\$190,700.00	\$155,258.31
Overtime Salaries	\$147,785.27	\$281,262.62	(\$133,477.35)	-47.46%	\$882,512.19	\$533,265.12
Part Time Salaries	\$1,212,436.51	\$1,496,854.92	(\$284,418.41)	-19.00%	\$4,047,985.00	\$2,942,091.98
TOTALS	29.95%	50.88%				

\*Source: Detail G/L report for all Salary Category from 1/1/22-7/3/22.  
 Overall, total salaries are \$284,418.41 or 19.00% 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 however will still need to follow up on concerns for the community. Part time salaries are under last year primarily due to less part time staff utilized for both CHHA and Public Health Assistants.

**Warren County Health Services**  
**Revenue and Expense Comparison 2022 vs 2021**  
**as of 07/11/22**

	2022 YTD Actual as of 7/11/22 G/L (Reflected is 7/4/22 Payroll)	2021 YTD as of 7/11/21 G/L (Reflected is 7/4/21 Payroll)	Variance
<b>EXPENSES</b>			
Salaries - Regular	\$1,029,332.06	\$1,120,701.02	(\$91,368.96)
Salaries - Overtime	\$35,319.18	\$94,891.28	(\$59,572.10)
Salaries - Part Time	\$147,785.27	\$281,262.62	(\$133,477.35)
100's PERSONAL SERVICES	\$1,212,436.51	\$1,496,854.92	(\$284,418.41)
200's EQUIPMENT	\$783.91	\$55,911.32	(\$55,127.41)
400's CONTRACTUAL	\$1,794,318.45	\$2,242,334.05	(\$448,015.60)
800's EMPLOYEE BENEFITS	\$570,765.80	\$644,821.14	(\$74,055.34)
<b>TOTALS</b>	<b>\$3,578,304.67</b>	<b>\$4,439,921.43</b>	<b>(\$861,616.76)</b>

	2022 YTD ACTUAL	2021	Variance
<b>REVENUES</b>	<b>\$1,043,581.73</b>	<b>\$1,251,674.34</b>	<b>(\$208,092.61)</b>

**Comments:**

Salaries: (please see previous page ) overall are \$284,418.41 or 19.00% below 2021 as of the 07/3/22 payroll. Salaries for 2022 are 29.95% of the budget YTD while was 50.88% 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: Added to Equipment for 2022 are much needed upgrades to blood pressure cuffs for the nurses for a total cost of \$654. Where in 2021 a majority of the purchases were related to new Vehicles. We have just ordered the new vehicle for this year, therefore not reflected yet until received.

Contractual Expenses: These are under 2021 expenses YTD due to primarily timing of invoices related to the Preschool program for a month or so. However, also to note is that contract services are down in the Homecare division due to less patients being seen, therefore less therapy.

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 May 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 Homecare division. Also at this time, we still do not have regular Public Health clinics planned but we are scheduling COVID related clinics but at no charge to the public. However we are starting to schedule Rabies clinics monthly for the summer into fall. The revenues related to these clinics are donations.

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
<b>SN Referrals per month</b>	<b>56</b>	<b>54</b>	<b>73</b>	<b>58</b>	<b>55</b>	<b>61</b>	<b>52</b>	<b>58</b>	<b>46</b>	<b>44</b>	<b>44</b>	<b>33</b>
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
<b>Total Referrals per month</b>	<b>65</b>	<b>65</b>	<b>85</b>	<b>67</b>	<b>63</b>	<b>72</b>	<b>60</b>	<b>66</b>	<b>56</b>	<b>49</b>	<b>57</b>	<b>45</b>
<b>20 vs 21 (%)</b>	<b>-40</b>	<b>-33</b>	<b>-18</b>	<b>8</b>	<b>-15</b>	<b>-20</b>	<b>-32</b>	<b>-32</b>	<b>-38</b>	<b>-55</b>	<b>-35</b>	<b>-44</b>

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	37	0	0	0	0	0	0	0
PRI	1	2	3	4	0	0	0	0	0	0	0	0
<b>SN Referrals per month</b>	<b>31</b>	<b>27</b>	<b>33</b>	<b>42</b>	<b>37</b>	<b>0</b>						
PT Referral	30	28	47	38	35	0	0	0	0	0	0	0
PT only	7	5	14	10	10	0	0	0	0	0	0	0
<b>Total Referrals per month</b>	<b>38</b>	<b>32</b>	<b>47</b>	<b>52</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>216</b>
<b>21 vs 22 (%)</b>	<b>-42</b>	<b>-51</b>	<b>-45</b>	<b>-22</b>	<b>-25</b>							

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
<b>Total visits per month</b>	<b>986</b>	<b>1043</b>	<b>1213</b>	<b>1109</b>	<b>949</b>	<b>1123</b>	<b>1017</b>	<b>995</b>	<b>845</b>	<b>708</b>	<b>760</b>	<b>682</b>

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	326	0	0	0	0	0	0	0
LPN visits	32	22	35	34	39	0	0	0	0	0	0	0
PT visits	266	261	327	275	272	0	0	0	0	0	0	0
OT visits	48	30	36	28	39	0	0	0	0	0	0	0
Speech visits	6	10	8	5	5	0	0	0	0	0	0	0
<b>Total visits per month</b>	<b>649</b>	<b>603</b>	<b>749</b>	<b>629</b>	<b>681</b>	<b>0</b>						

Numbers current as of 06/29/2022

ATTACHMENT # 5A

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	0	3	1	1	1	0
Athol	0	0	4	4	1	1	0	0	0	3	3	1
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	6	3	1
Brant Lake	3	1	2	3	1	3	4	3	1	1	2	3
Chesterdown	6	1	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	3	2	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
Kattskill 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	2	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	1	1	2	2	2	1	0	0	0
Stony Creek	1	1	1	1	0	0	0	1	1	0	0	2
Warrensburg	16	20	20	16	13	13	14	13	15	14	16	9
Wevertown	2	1	2	2	2	2	2	1	1	1	0	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	2	2	0	0	0	0	0	0
Athol	0	1	1	1	1	0	1	1	1	1	1	1
Bakers Mills	1	1	1	1	1	1	1	1	1	1	1	1
Bolton Landing	2	2	2	2	2	1	0	0	0	0	0	0
Brant Lake	1	1	1	0	0	0	0	0	0	0	0	0
Chesterdown	2	6	7	10	8	8	7	7	8	8	6	6
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	27	27	31	31	30	27	29	27
Hague	4	4	2	2	0	1	1	1	1	1	1	1
Johnsburg	2	3	4	5	7	7	4	3	4	2	2	1
Kattskill Bay	0	0	0	0	0	0	0	0	0	0	0	0
Lake George	14	13	11	9	8	8	11	11	11	11	11	11
Lake Luzerne	5	7	3	3	3	1	3	2	3	4	4	3
North Creek	1	5	1	0	1	1	1	1	1	1	1	1
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	4	2	2	2	2	2	2
Queensbury	39	38	46	45	50	50	46	45	45	45	45	45
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	0	0	1	2	2	2	2	2	2	2	2	2
Warrensburg	13	12	10	8	7	7	7	7	7	7	7	7
Wevertown	0	1	1	1	1	1	1	1	1	1	1	1
Total	115	130	126	124	122	122	122	122	122	122	122	122

**BT ACTIVITY SHEET**  
**BP4 (new) - 7/1/22 - 6/30/23**

**Page 1**

**Topic Color Codes**

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

June (ongoing)	In Person	COVID-19 Vaccination Clinics	Nancy Parsons & Clinic Team	Response
June 1st		Warren County Proposed EPR Budget for the 2022-2023 Grant Submitted	Ginelle Jones	Planning
June 14 <sup>th</sup>	Virtual	Regional BT Coordinators Meeting	Dan Durkee	Networking
June 22 <sup>nd</sup>	Virtual	ELC School Grant Meeting	Ginelle Jones, Marie Delorenzo, Dan Durkee	Planning & Response
June 23 <sup>rd</sup>	In Person	NYSACHO Meeting	Ginelle Jones	Networking, Planning
June 27 <sup>th</sup>	Virtual	BPR 4 Emergency Preparedness Meeting	Dan Durkee	Planning
June 30 <sup>th</sup>		BP 3 grant Year closes finalize all survey data and reports for submission to NYSDOH	Dan Durkee, Don Stack	Planning
July 1 <sup>st</sup>		Grant Year BP 4 Begins		

**BT ACTIVITY SHEET**  
**BP4 (new) - 7/1/22 - 6/30/23**

**Page 2**

**Topic Color Codes**

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

July 11 <sup>th</sup>		Submitted 4 Qtr. Report for EPR Grant Year BP 3		Planning
July 27 <sup>th</sup>	Virtual	Warren County EPR/LEPC Local Committee Meeting		Planning/Networking

# Warren County Public Health Rabies Program June 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	Victim Watched	Treated with PEP	Refused PEP	Euthanized	ACO Capture
	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD								
Bolton			1															
Chester			4												1 (dog)			
Glens Falls				1														
Hague																		
Horicon																		
Johnsburg																		
Lake George			1															
Lake Luzerne			1															
Queensbury			1			1	1			1	2				1 (dog)			
Stony Creek															1 (dog)			1 (cat)
Thurman																		
Warrensburg														1 (cat)				
<b>Totals</b>			<b>8</b>	<b>1</b>		<b>2</b>	<b>2</b>			<b>1</b>	<b>2</b>			<b>1</b>	<b>3</b>		<b>1</b>	

1 Donkey UTD, same address owner/victim in Horicon

\*UTD- Up to date

\*PEP- Post exposure prophylaxis

Total Bites for May - 22

Specimens tested for rabies this month- 5

Positive specimens for rabies- 0

People pre-approved for rabies post exposure treatment- 6

Rabies Clinics this month- 1

Next Rabies Clinics- July 16<sup>th</sup> at the Chester Fire House, August 13<sup>th</sup> at the Queensbury Community Center and September 17<sup>th</sup> at the

Chester Fire House all taking place from 10 AM- 12 PM

**AUTHORIZATION TO ATTEND MEETING OR CONVENTION**

Check one:

- In-State (Must be approved by Department Head, County Administrator & Committee Chair)
- Out-of-State (Must be approved by Department Head, County Administrator & Committee Chair)
- On-Line (Must be approved by Department Head, County Administrator & Committee Chair)

The Health Services (Supervisory Committee) hereby authorizes Val Whisenant (Employee Name)

to attend HCA- OASIS-E: Overview and Considerations for Implementation (Name of meeting or organization)

at Online Webinar (Address) on July 13, 2022 (Dates)

Meeting/Convention/Training Cost: \$75 Mode of transportation to be used: N/A (County Vehicle or Mass Transportation)

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

N/A

**Proper documentation must be attached when submitting for approval.**

(Please check documents attached)

Notice of meeting/convention/training including cost. Total Cost \$ \$75 (Include travel costs)

**For Overnight Travel**

Room rate \$ \_\_\_\_\_ GSA\* Rate \$ \_\_\_\_\_ Funding in Budget?  Y  N

Meal costs \$ \_\_\_\_\_ GSA\* per diem rate \$ \_\_\_\_\_ Budget Code: A.4010.444

\* [www.gsa.gov](http://www.gsa.gov)

Date: 7/6/2022

*Geneke Jon* DPH/DPS  
Department Head Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
County Administrator Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Committee Chair Signature

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

\*\*\*\*\*

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



**Filing Instructions:**

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

**Jones, Ginelle**

---

**From:** Whisenant, Valerie  
**Sent:** Tuesday, July 5, 2022 1:35 PM  
**To:** Jones, Ginelle  
**Subject:** FW: OASIS-E: Overview and Considerations for Implementation

Here is the request

**From:** Home Care Association of New York State <astone@hcanys.org>  
**Sent:** Thursday, June 30, 2022 9:02 AM  
**To:** Whisenant, Valerie <whisenantv@warrencountyny.gov>  
**Subject:** OASIS-E: Overview and Considerations for Implementation

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

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## **OASIS-E: Overview and Considerations for Implementation**

**Wednesday, July 13, 2022**

**1:00 PM - 2:30 PM**

### **ABOUT THE SESSION:**

You have waited for so long and now it's almost here: the New OASIS-E! Are you familiar with the changes and understand the impact to your agency? Have you identified what's needed to prepare? Join Charlotte Steniger, RN, MSN, COS-C as she takes you through the OASIS E, identifying the changes and the implications of rolling out this new item-set. Ms. Steniger will share her understanding and practical insights on what you can do now to prepare.

Objectives:

- Illustrate the changes to the home health data collection items found in the OASIS-E.
- Review updates to the OASIS E Item-Set and/or newly released guidance.
- Identify current resources to assist in understanding the scope of the changes to the OASIS-E.
- Examine components of an OASIS E implementation plan.

#### **ABOUT THE PRESENTER:**

Charlotte Steniger, is a Home Health Care Consultant and has over 20 years of professional experience in the home health care industry as a nurse case manager and clinical educator. Ms. Steniger has worked directly with home health care agencies, assessing their compliance with state and federal regulations, and providing recommendations to improve clinical processes. She develops training and education on various topics relating to home health best practices and related regulation.

Ms. Steniger currently works for Econometrica, a consulting firm that holds multiple CMS contracts. Over the past 5 years Ms. Steniger has worked on the CMS Post-Acute Care Training (PAC) Project where she has served in multiple roles. Primarily she develops cross-setting training for the home health, inpatient rehabilitation facility, long-term care facility and skilled nursing facility settings that are a part of the CMS Quality Reporting Program (QRP). In this role, Ms. Steniger has been selected multiple times as a speaker by CMS to present on changes in program data collection guidance, such as the OASIS E. She has been a certified OASIS Specialist - Clinical since 2006.

Ms. Steniger is a Registered Nurse and holds and MSN in Nursing Education from the University of Hartford. She is also an active member of the CT Association for Healthcare at Home Education Committee.

#### **REGISTRATION RATES:**

**HCA Members: \$75**

**Non-Members: \$125**

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