

**HEALTH SERVICES COMMITTEE
OFFICE FOR THE AGING AGENDA
September 26, 2022**

Committee Members: Supervisors Frasier, McDevitt, Hogan, Braymer, Conover, Beaty and Geraci - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board*

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
 1. Request: Transfer funds from Hamilton County contracts to personnel and fringe.
Rationale: Cover costs of expenses associated with doing client assessments in Hamilton County for home delivered meals clients.
 2. Request: Fill Meal Site Cook #4 position at the Cedars meal site due to termination, effective 9/6/2022 (and back fill any positions that may be created due to filling this one, Grade 2, 35 hours/week (approximately \$31,013).
Rationale: This position is not mandated and would be 90% reimbursable if there was not a County over match for the nutrition program.
 3. Request: Enter into Business Associate Agreement with St. Lawrence County Health Initiative, Inc.
Rationale: We provide assistance to clients who are referred to us under this program through our NY Connects program. There are no monies attached to this agreement, it is merely to cover privacy of client information.
 4. Request: Enter into contract with BPI Mechanical for repairs to refrigeration/freezer units and ice machines and other like equipment at sites located throughout Warren County, including Office for the Aging meal sites, Warren County Jail, Countryside Adult Home, the Department of Public Works and any other locations requiring such service, at a rate of \$89.66/hr for normal business hours, \$134.99/hr for nights, weekends and holidays, and a 30% mark up for materials; and allowing for five (5) additional one (1) year extensions provided there are no material changes.
Rationale: This is needed to provide repairs to the above mentioned equipment owned by Warren County departments.
- IV. Discussion Items:
 1. Review 2023 Budget
- V. Referrals/Pending Items:
- VI. Privilege of the Floor and Public Comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

Attachments:

1. 10 Transfer of Funds – Budget amendments for 2022.

2. Notice of Intent to Fill – Meal Site Cook #4, Grade 2, 35 hours/week
 - a. Meal Site Cook Job Description
3. 03 New Contract – St Lawrence County Health Initiative, Inc.
 - a. St. Lawrence County Health Initiative, Inc. Business Associate Agreement
4. 03 New Contract – BPI Mechanical, Countywide Contract
5. 2023 Proposed Budget

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: AMANDA ALLEN CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Office for the Aging

SIGNED:

DATE: 8/26/2022

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A6771.470	Hamilton County Contracts	A6771.110	Hamilton County FT Salaries	\$31,600;
A6771.445	Hamilton County Contracts	A6771.810	Hamilton County Retirement	\$1,560;
A6771.445	Hamilton County Contracts	A6771.830	Hamilton County Social Security	\$2,000;
A6771.445	Hamilton County Contracts	A6771.831	Hamilton County Medicare Cont	\$475;
A6771.470	Hamilton County Contracts	A6771.862	Hamilton County Health Cost	\$7,000;
A6771.470	Hamilton County Contracts	A6771.865	Hamilton County Dental	\$140;
				Total Hamilton County - \$42,775

Sample: A.4018.0020 110 Preventive Program – Family Health – Salaries – Regular \$xxx.xx

Please state reason for transfers requested: Transfer monies to cover cost of Services Assistant salary for Hamilton County.

***Please note: All amounts must be in whole dollars – no cents.**

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

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: Office for the Aging Payroll Dept. No: 57.01
Title of Position: Meal Site Cook #4 Base Salary of Position: \$31,013(35hr/week) Grade: 2
Filling at Step # (If Known): _____ \$31,581
Budget code and title: A6772.110 Nutrition Program Warren - Salaries FT Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 13174/Seitz Date of Vacancy: 09/07/2022
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State 75 % 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. 2/20 9/9/22
Human Resources Director has approved this form when initialed. 1/2 9/9/22

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 9.12.2022

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 9/14/22

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 Edna A Gaspar Date 9/26/22

MEAL SITE COOK

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for the preparation and cooking of a variety of nutritious meals. In large kitchens, a cook usually has responsibility for one part of a meal. In a small kitchen, a cook may oversee the cooking of an entire meal and, in some cases, may have charge of the entire kitchen operation. Work is performed under general supervision. Supervision may be exercised over kitchen and/or food service personnel. Does related work as required.

TYPICAL WORK ACTIVITIES:

Prepares and cooks the difficult courses of meals such as meats, fish, poultry, soups, vegetables, etc.;

Oversees and participates in the preparation of salads, sandwiches, pastries, and desserts;

Cuts, cleans, and dresses meat, fish, and poultry;

Assists with the management of the food service program by conferring with supervisor on menu planning, maintaining basic records of supplies received and used, taking periodic inventories of supplies, and maintaining employee time records;

Checks on delivered supplies and supervises storage of items;

May supervise the serving of food and assist in related activities as required;

May order daily supplies of bread, milk, ice cream, etc.;

May assist with luncheon activities such as setting and cleaning of dining tables and related activities.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of approved methods of preparing, cooking, and baking food in large quantities;

Good knowledge of modern cooking utensils, appliances and equipment;

Good knowledge of kitchen and food preparation sanitation;

Ability to plan with a view to economy and efficiency in the use of supplies, equipment, and food;

Ability to follow recipes and oral and written directions;

Ability to participate in assigned projects;

Ability to keep basic records;

Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

One (1) year of experience in large-scale or institutional food preparation.

NOTE: Study in a college or vocational institute in cooking, food service administration, or a similar field may be substituted for related experience.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office for the Aging

DATE: 09/02/2022

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

- (b) Purpose of Contract: Enter into Business Associate Agreement with St. Lawrence County Health Initiative, Inc. to provide assistance to clients referred to us through the NY Connects program.

- (c) Name of Contractor: St. Lawrence County Health Initiative, Inc.

- (d) Address of Contractor: 6439 County Route 56, Potsdam, NY 13676

- (e) Contractor's Contact Person and Telephone Number: Julie Cooke, PH#(315)261-4760, ext 239, julie@gethealthyslc.org

- (f) Has or will the Contract be provided, if so, please attach: Provided to County Attorney's Office

- (g) Commencement Date of Contract: Date Signed, 10/21/22

- (h) Termination Date of Contract: Relationship ended

- (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.

- (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: N/A



St. Lawrence County Health Initiative, Inc.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is made effective the ____ day of _____, 202____ by and between the **St. Lawrence County Health Initiative, Inc., 6439 Country Route 56, Potsdam, NY 13676** ("Covered Entity") and _____ ("Business Associate").

Recitals

WHEREAS, Covered Entity has engaged or otherwise partnered or collaborated with Business Associate to perform services or provide software application(s), or both;

WHEREAS, Covered Entity possesses or otherwise has access to Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined), the HIPAA Privacy Regulations (as hereinafter defined), the HIPAA Security Regulations (as hereinafter defined), and the HITECH Standards (as hereinafter defined) and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such access or information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain of the services or provide certain of the software applications, or both; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

WHEREAS, Covered Entity and Business Associate agree as follows:

1. DEFINITIONS

1.1 Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

1.2 The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe



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the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

- 1.3 The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- 1.4 Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

2. Business Associate Obligations

- 2.1 **Permitted Uses and Disclosures.** Subcontractor agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this Agreement or as Required by Law. Notwithstanding the foregoing sentence, Subcontractor agrees to adhere to the terms and conditions of any Business Associate Agreements between Business Associate and any Covered Entity which apply to Protected Health Information. Subcontractor represents and warrants that he/she/it is familiar with the requirements of HIPAA, the HITECH Act and HIPAA Regulations regarding Business Associates and Business Associate Agreements. Subcontractor shall comply with the provisions of this Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. Without limiting the foregoing, to the extent the Subcontractor will carry out one or more of the Covered Entity's or Business Associate's obligations under the Privacy Rule, Subcontractor shall comply with the requirements of the Privacy Rule that apply to the Covered Entity and/or Business Associate in the performance of such obligations.
- 2.2 **Qualified Service Organization.** Subcontractor acknowledges that it may also be a Qualified Service Organization as defined in 42 CFR 2.11 and as such: (i) acknowledges that, to the extent it receives, stores, processes or otherwise deals with any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, it is fully bound by the regulations in 42 CFR Part 2; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, except as permitted by 42 CFR Part 2.
- 2.3 **Appropriate Safeguards.** Subcontractor agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of



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the Protected Health Information other than as permitted by this Agreement. Without limiting the generality of the foregoing, Subcontractor will:

- i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule; and
- ii. Ensure that any Subcontractor Vendor to whom Subcontractor provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above.

2.4 Use of PHI for Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity consistent with 45 C.F.R. §164.504(e)(2)(i)(B).

2.5 Safeguards. Business Associate will implement appropriate safeguards and, with respect to Electronic PHI, comply with the applicable provisions of 45 C.F.R Part 164, Subpart C, to prevent any use or disclosure of PHI other than as provided for by this Agreement.

2.6 Agents and Subcontractors. Business Associate shall ensure that any agents or subcontractors: (1) to whom it provides PHI received from Covered Entity, or PHI created by or received from Business Associate on behalf of Covered Entity; or (2) that create, receive, maintain, or transmit PHI on behalf of Business Associate shall agree in writing to comply with all provisions set forth in the Applicable Privacy and Security Laws, and shall agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. No subcontractor or agent shall be permitted to use or disclose PHI received from Business Associate other than as permitted or required by this Agreement or as Required by Law. With respect to electronic PHI, where applicable, Business Associate shall notify and require any agents or subcontractors to implement appropriate security safeguards in accordance with the Security Rule. Business Associate shall obtain written assurances from agents and subcontractors that any of its agents or subcontractors that perform a function, service or activity that requires access to PHI shall agree to comply with the same requirements and safeguards as applicable to Business Associate.

2.6.1 The Business Associate agrees to develop and implement a system of sanctions for any employee, subcontractor, or agent who violates this agreement or the Privacy Rule.

1.1 Restrictions. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 and of which Business Associate has been notified by Covered Entity.



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- 1.2 Performance of Covered Entity's Obligations.** To the extent Business Associate has agreed to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- 1.3 Access and Amendment.** Business Associate shall notify the Covered Entity of receipt of a request received by Business Associate for access to, or amendment of, PHI. The Covered Entity shall be responsible for responding, or objecting, to such requests.

 - 1.3.1 Access.** Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an individual request for access to PHI under 45 C.F.R. § 164.524.
 - 1.3.2 Amendment.** Upon request and instruction from Covered Entity, Business Associate shall make available PHI for amendment and incorporate any amendments to such PHI in accordance with 45 C.F.R. §164.526.
- 1.4 Accounting.** Business Associate agrees to document disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance; and provide to Covered Entity information collected in accordance with this Section. In the event an individual delivers the initial request for an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity.
- 1.5 Marketing.** Business Associate shall not use or disclose PHI for "marketing" (as defined in 45 C.F.R. § 164.501) without obtaining an authorization for such use or disclosure pursuant to 45 C.F.R. §164.508(a)(3), unless the marketing is in the form of: (a) a face-to-face communication by Business Associate to an Individual; or (b) a promotional gift of nominal value provided by Business Associate. If the marketing involves financial remuneration (as defined in paragraph (3) of the definition of "marketing" at 45 C.F.R. § 164.501), the authorization must state that such remuneration is involved.
- 1.6 Sale of PHI.** Business Associate shall not disclose PHI in a manner that constitutes a "sale of PHI" (as defined in 45 C.F.R. § 164.502(a)(5)(ii)(B)) unless Business Associate obtains an authorization for such disclosure pursuant to 45 C.F.R. § 164.508(a)(4). Any such authorization must state that the disclosure will result in remuneration to Business Associate.
- 1.7 Security Obligations.** Business Associate shall implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45



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C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable Business Associate to comply with the requirements set forth in Sections 164.308, 164.310, and 164.312.

1.7.1 Upon request, the Business Associate shall make available to the Covered Entity any and all documentation relevant to the safeguarding of information including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

1.8 Access by Secretary of Health Human Services. Business Associate agrees to allow the Secretary of the U.S. Department of Health and Human Services (the "Secretary") access to its books, records and internal practices with respect to the disclosure of PHI for the purposes of determining the Covered Entity's or Business Associate's compliance with HIPAA.

2. Notification Obligations

2.1 Unauthorized Use or Disclosure of PHI. Business Associate shall report to Covered Entity in writing, without unreasonable delay, any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.

2.2 Security Incident. Business Associate shall report to Covered Entity in writing, without unreasonable delay, any Security Incident affecting Electronic PHI of Covered Entity of which Business Associate becomes aware. The Parties agree that this Section satisfies any notice requirements by Business Associate of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; (d) denial-of-service attacks that do not result in a server being taken offline; or (e) malware (e.g., a worm or virus) that does not result in unauthorized access, use, disclosure, modification, or destruction of Electronic PHI.

2.3 Breach of Unsecured PHI. Business Associate will notify Covered Entity of any Breach of Unsecured PHI in accordance with 45 C.F.R. § 164.410 (within 60 calendar days after discovery of a breach). The notice required by this Section will be written in plain language and will include, to the extent possible or available, the following:

2.3.1 The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach;

2.3.2 A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

2.3.3 A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address,



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account number, diagnosis, disability code, or other types of information were involved);

- 2.3.4 Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 2.3.5 A brief description of what is being done to investigate the Breach, mitigate the harm and protect against future Breaches; and
- 2.3.6 Contact procedures for Individuals to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address, if Covered Entity specifically requests Business Associate to establish contact procedures.

3. Covered Entity's Obligations

- 3.1 **Notice of Privacy Practices.** Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with HIPAA.
- 3.2 **Limitations in Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 **Changes in or Revocation of Authorization.** Covered Entity shall notify Business Associate of any changes, revocations or restrictions of the use or disclosure of PHI if such changes affect Business Associate's permitted or required uses and disclosures of PHI hereunder.
- 3.4 **Restrictions.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Term and Termination

- 4.1 **Term.** This Agreement shall be effective as of the Effective Date and shall terminate as provided in this Section or contemporaneously with the Services Agreement.
- 4.2 **Termination upon Material Breach.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall notify Business Associate of such breach in reasonable detail, and provide an opportunity for Business Associate to cure the breach or violation, or if cure is not possible, Covered Entity may immediately terminate this Agreement.
- 4.3 **Return or Destruction of PHI.** Upon termination of this Agreement, Business Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity which Business Associate maintains in any form or format, and Business Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively,



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Business Associate may destroy all such PHI and provide written documentation of such destruction.

- 4.4 Alternative Measures.** If the return or destruction of PHI is not feasible upon termination of the Agreement, then Business Associate agrees that it shall extend its obligations under this Agreement to protect the PHI and limit the use or disclosure of PHI to those purposes that make the return or destruction of PHI infeasible.
- 5. Limitations of Damages.** Neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages
- 6. Modification and Amendment.** This Agreement contains the entire understanding of the parties regarding the privacy and security obligations of Business Associate under HIPAA and will be modified only by a written document signed by each party.
- 7. Relationship of the Parties.** The Parties hereto acknowledge that Business Associate shall be and have the status of independent contractor in the performance of its obligations under the terms of this Agreement as to Covered Entity. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Covered Entity and Business Associate.
- 8. Notice.** Except as otherwise provided in this Agreement, any notice permitted or required by this Agreement will be considered made on the date personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or as either party may designate in writing:

<p>Covered Entity:</p> <p>St. Lawrence County Health Initiative, Inc. PO Box 5069 Potsdam, NY 13676</p>	<p>Business Associate:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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9. Miscellaneous

- 9.1 Conflicts.** The terms and conditions of this Agreement will override and control over any conflicting term or condition of other agreements between the parties. All non-conflicting terms and conditions of such agreements shall remain in full force and effect.
- 9.2 Severability and Compliance.** The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, HIPAA, and any other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this



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Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information.

- 9.3 Waiver.** The waiver by Business Associate or Covered Entity of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.
- 9.4 Assignment.** This Agreement will not be assigned by either party without the prior written consent of the other party. This Agreement will be for the benefit of, and binding upon, the parties hereto and their respective successors and permitted assigns.
- 9.5 Governing Law.** The interpretation and enforcement of this Agreement will be governed by the laws of the State of New York.
- 9.6 No Third Party Beneficiary Rights.** Nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.
- 9.7 Headings.** The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.
- 9.8 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. Transmission of images of signed signature pages by electronic means (including PDF or facsimile) shall have the same effect as the delivery of manually signed documents.
- 9.9 Record Retention.** Business Associate shall retain all records required to be created or retained under this Agreement for a period of no less than six (6) years following the date of termination of this Agreement or the Service Agreement, whichever is later.



St. Lawrence County Health Initiative, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

For Covered Entity Name: St. Lawrence Health Initiative, Inc.	For Business Associate Name:
By: _____	By: _____
Print Name: Anne Marie Snell	Print Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office for the Aging

DATE: 09/02/2022

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

- (b) Purpose of Contract: Enter into contract with BPI Mechanical for repairs to refrigeration/freezer units and ice machines and other like equipment at sites located throughout Warren County, including Office for the Aging meal sites, Warren County Jail, Countryside Adult Home, the Department of Public Works and any other locations requiring such service.

- (c) Name of Contractor: BPI Mechanical Services, Inc.

- (d) Address of Contractor: 95 Hudson RIver Road, Waterford, NY 12188-1907

- (e) Contractor's Contact Person and Telephone Number: Dan Keating, PH#(518)238-2383, dank@bpimechanicalservice.com

- (f) Has or will the Contract be provided, if so, please attach: Provided by County Attorney's Office

- (g) Commencement Date of Contract: 1/1/2022

- (h) Termination Date of Contract: 12/31/22, with five (5) additional one (1) year extensions provided there are no material changes

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount \$89.66/hr for normal business hours, \$134.99/hr for nights, weekends and holidays, and a 30% mark up for materials
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. As Invoiced

- (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: Out of Appropriate Departments Budget & Code

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

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2023 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: OFA-Hamilton County

BUDGET ACCOUNT CODE: A.6771

OBJECT CODES	2021 EXPENDITURES	2022 ADOPTED	2022 AMENDED	2023 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$183,095.24	\$186,978.00	\$195,448.00	\$257,277.00
200's EQUIPMENT	\$96.00	\$4,000.00	\$4,000.00	\$4,000.00
400's CONTRACTUAL	\$179,977.28	\$551,621.00	\$551,621.00	\$536,888.00
800's EMPLOYEE BENEFITS	\$73,356.43	\$76,525.00	\$78,062.31	\$85,891.00
TOTALS	\$436,524.95	\$819,124.00	\$829,131.31	\$884,056.00

2021 REVENUES	2022 ADOPTED REVENUES	2022 AMENDED REVENUES	2023 DEPARTMENT REQUESTS
\$486,514.69	\$819,124.00	\$829,131.31	\$884,056.00

SIGNED: _____
 DEPARTMENT HEAD

TITLE: _____

DATE: _____

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2023 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: OFA-Warren County

BUDGET ACCOUNT CODE: A.6772

OBJECT CODES	2021 EXPENDITURES	2022 ADOPTED	2022 AMENDED	2023 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$622,787.48	\$745,081.00	\$785,313.50	\$876,149.00
200's EQUIPMENT	\$5,496.74	\$10,000.00	\$10,000.00	\$10,000.00
400's CONTRACTUAL	\$757,718.59	\$1,153,536.00	\$1,153,536.00	\$1,104,102.00
800's EMPLOYEE BENEFITS	\$301,840.62	\$349,628.00	\$356,930.20	\$338,941.00
TOTALS	\$1,687,843.43	\$2,258,245.00	\$2,305,779.70	\$2,329,192.00

2021 REVENUES	2022 ADOPTED REVENUES	2022 AMENDED REVENUES	2023 DEPARTMENT REQUESTS
\$1,647,464.60	\$1,358,828.00	\$1,384,561.07	\$1,450,789.00

SIGNED: _____
 DEPARTMENT HEAD

TITLE: _____

DATE: _____

Budget Worksheet Report

Budget Year 2023

Account Fund	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General					
REVENUE					
Department 6771 - OFA-Hamilton County					
Departmental Income					
2071	Hamilton Co. Share- IIIC-1	9,337.48	58,400.00	.00	72,035.00
2072	Hamilton Share-CSE	12,514.32	16,675.00	1,720.01	16,675.00
2073	Hamilton Share - EISEP	55,819.74	54,037.00	16,432.32	54,037.00
2075	CSE II Warren/Hamilton	.00	334.00	.00	334.00
2079	Hamilton Contributions-Congregate Meals	3,093.65	20,000.00	2,170.75	10,000.00
2082	Hamilton Contributions-HDM/WIN	9,216.45	20,000.00	3,220.65	10,000.00
2084	Hamilton Contributions-EISEP	.00	500.00	3,827.68	22,000.00
2087	Hamilton Co. - OFA Title IIIB	492.54	8,530.00	471.66	8,530.00
2097	Hamilton Contributions-HDM/Other	22,754.05	6,296.00	9,096.13	22,000.00
2098	Hamilton Share-WIN	.00	48,372.00	400.62	61,372.00
2099	Hamilton Share - IIIE	.00	3,480.00	.00	3,480.00
<i>Departmental Income Totals</i>		\$113,228.23	\$236,624.00	\$37,339.82	\$280,463.00
<i>Intergovernmental Charges</i>					
2077	Hamilton Share - IIIC-2	631.77	118,580.00	.00	152,221.00
2094	Hamilton Share- IIID	.00	394.00	.00	394.00
<i>Intergovernmental Charges Totals</i>		\$631.77	\$118,974.00	\$0.00	\$152,615.00
<i>State Aid</i>					
3778	EISEP - Hamilton	138,490.93	158,291.00	64,065.22	158,291.00
3779	CSE - Hamilton	37,542.93	62,412.00	11,665.90	62,412.00
3781	CSI-Hamilton	.00	1,000.00	.00	722.00
3782	Transportation - Hamilton	5,600.00	5,600.00	.00	5,600.00
3784	WIN-Hamilton	42,053.38	76,596.00	29,644.50	76,596.00
3786	NY Connects/ARDC - Hamilton	4,329.21	40,000.00	.00	.00
3787	OFA Unmet Need	.00	.00	.00	30,000.00
<i>State Aid Totals</i>		\$228,016.45	\$343,895.00	\$105,375.62	\$333,621.00
<i>Federal Aid</i>					
4405	CARES Act - COVID 19	75,888.16	.00	.00	.00
4489	Title IIID/Health Promotion-Hamilton	.00	3,396.00	.00	3,196.00
4771	IIIC-1/Congregate - Hamilton	.00	43,130.00	.00	43,950.00
4775	Title IIIE-Hamilton	.00	8,000.00	.00	8,000.00
4777	Title IIIB-Hamilton	1,831.90	8,917.00	4,244.93	8,417.00

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General					
REVENUE					
Department 6771 - OFA-Hamilton County					
Federal Aid					
4782	NSIP - Hamilton	27,214.85	30,362.00	16,820.00	28,000.00
4793	IIIC-2/HDM - Hamilton	39,703.33	25,822.00	33,958.41	25,794.00
	<i>Federal Aid Totals</i>	\$144,638.24	\$119,627.00	\$55,023.34	\$117,357.00
Department 6771 - OFA-Hamilton County Totals					
		\$486,514.69	\$819,124.00	\$197,738.78	\$884,056.00
Department 6772 - OFA-Warren County					
Departmental Income					
2083	Warren Contributions - HMD/WIN	16,510.75	20,000.00	8,091.35	17,000.00
2085	Warren Contributions-Congregate Meals	2,705.96	31,000.00	915.90	10,000.00
2086	Warren Contributions-HDM/Other	59,574.09	70,000.00	34,062.80	50,000.00
2088	Warren Contributions-CSE	.00	10.00	.00	.00
2091	Warren Contributions-EISEP	1,502.40	1,000.00	807.00	1,700.00
	<i>Departmental Income Totals</i>	\$80,293.20	\$122,010.00	\$43,877.05	\$78,700.00
Miscellaneous & Local Source					
2701	Refund of Prior Year Expense	12,662.44	.00	.00	.00
	<i>Miscellaneous & Local Source Totals</i>	\$12,662.44	\$0.00	\$0.00	\$0.00
State Aid					
3772	CSI-Warren	5,444.00	1,722.00	.00	1,000.00
3775	Transportation-Warren	5,600.00	5,600.00	.00	5,600.00
3776	EISEP -Warren	482,929.30	242,551.00	201,809.37	242,551.00
3777	CSE-Warren	159,084.20	164,147.00	139,500.09	169,737.00
3785	NY Connects/ARDC-Warren	208,040.04	.00	.00	.00
3787	OFA Unmet Need	.00	.00	.00	120,000.00
	<i>State Aid Totals</i>	\$861,097.54	\$414,020.00	\$341,309.46	\$538,888.00
Federal Aid					
4405	CARES Act - COVID 19	47,758.46	.00	.00	.00
4487	IIID/Health Promotion - Warren County	6,941.00	3,545.00	.00	3,467.00
4770	IIIC-2/HDM - Warren	96,018.27	174,261.00	24,530.83	138,692.00
4772	IIIB-Warren	38,008.45	75,767.00	1,368.00	74,990.00
4773	IIIC-1/Congregate-Warren	121,909.15	75,036.00	.00	65,924.00
4774	MIPPA-Warren	27,651.82	22,259.00	13,346.66	28,349.00
4778	NSIP-Warren	82,761.60	79,273.00	55,393.00	81,000.00
4779	USDA (SNAP)	104,212.96	136,474.00	88,761.12	136,414.00

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General					
REVENUE					
Department	6772 - OFA-Warren County				
<i>Federal Aid</i>					
4781	OFA - HIICAP	72,478.47	51,704.00	16,533.36	52,410.00
4783	IIIE-Warren	44,050.58	40,843.00	26,587.81	48,319.00
4795	NY Connects E&E/Balancing Incentive Program - Warren	50,671.66	163,636.00	86,232.83	203,636.00
	<i>Federal Aid Totals</i>	\$692,462.42	\$822,798.00	\$312,753.61	\$833,201.00
	<i>Sale of Property And Compensation for Loss</i>				
2680	Insurance Recoveries	949.00	.00	.00	.00
	<i>Sale of Property And Compensation for Loss Totals</i>	\$949.00	\$0.00	\$0.00	\$0.00
	Department	\$1,647,464.60	\$1,358,828.00	\$697,940.12	\$1,450,789.00
	REVENUE TOTALS	\$2,133,979.29	\$2,177,952.00	\$895,678.90	\$2,334,845.00
EXPENSE					
Department	6771 - OFA-Hamilton County				
<i>Personal Services</i>					
110	Salaries - Regular	27,592.99	27,855.00	33,605.31	71,512.00
130	Salaries - Part Time	155,502.25	159,123.00	106,539.66	185,765.00
	<i>Personal Services Totals</i>	\$183,095.24	\$186,978.00	\$140,144.97	\$257,277.00
	<i>Equipment</i>				
210	Furniture/Furnishings	.00	.00	531.00	.00
220	Office Equipment	96.00	.00	1,084.76	.00
260	Other Equipment	.00	4,000.00	.00	4,000.00
	<i>Equipment Totals</i>	\$96.00	\$4,000.00	\$1,615.76	\$4,000.00
	<i>Contractual Expense</i>				
410	Supplies	271.57	1,000.00	446.02	3,200.00
411	Rent-Building/Property	1,778.87	3,200.00	1,150.68	5,500.00
413	Repair & Maint.-Bldg/Property	1,053.00	.00	.00	.00
416	Oil & Gas-Heating	1,901.27	2,000.00	1,250.89	2,500.00
418	Ins-General Liability	1,136.00	1,333.00	1,738.08	2,000.00
422	Repair/Maint-Equipment	.00	6,000.00	2,662.11	6,000.00
423	Telephone	2,132.12	2,000.00	1,235.43	2,000.00
424	Postage	142.26	500.00	214.72	500.00
427	Memberships & Dues	600.00	600.00	642.00	700.00
428	Data Processing & Internet Fees	.00	350.00	268.00	280.00
432	Special Project Supply	4,093.19	6,600.00	3,842.12	6,600.00

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General					
EXPENSE					
Department 6771 - OFA-Hamilton County					
<i>Contractual Expense</i>					
437	Consulting Fees	.00	6,215.00	315.00	12,000.00
444	Travel/Education/Conference	12,179.06	30,000.00	7,681.36	30,000.00
445	Foods	58,947.71	105,000.00	36,475.45	85,000.00
470	Contract	95,742.23	386,823.00	30,496.84	380,608.00
	<i>Contractual Expense Totals</i>	\$179,977.28	\$551,621.00	\$88,418.70	\$536,888.00
<i>Employee Benefits</i>					
810	Retirement	21,643.85	20,906.00	14,733.03	25,320.00
830	Social Security	10,923.99	11,592.00	8,396.57	15,951.00
831	Medicare Contribution	2,554.83	2,710.00	1,963.74	3,729.00
860	Hospitalization	25,563.68	25,925.00	16,712.28	25,746.00
865	Dental Insurance	345.42	336.00	315.90	456.00
	<i>Employee Benefits Totals</i>	\$61,031.77	\$61,469.00	\$42,121.52	\$71,202.00
<i>Other Benefits</i>					
840	Workmen's Compensation	8,363.94	10,015.00	10,015.00	8,495.00
861	Retires Hospitalization	3,960.72	5,041.00	2,940.42	5,444.00
862	Health Insurance Cost Reimbursement	.00	.00	750.00	750.00
	<i>Other Benefits Totals</i>	\$12,324.66	\$15,056.00	\$13,705.42	\$14,689.00
Department 6771 - OFA-Hamilton County		\$456,524.95	\$819,124.00	\$286,006.37	\$884,056.00
<i>Personal Services</i>					
110	Salaries - Regular	403,676.58	450,869.00	293,574.45	526,874.00
130	Salaries - Part Time	219,110.90	294,212.00	156,499.29	349,275.00
	<i>Personal Services Totals</i>	\$622,787.48	\$745,081.00	\$450,073.74	\$876,149.00
<i>Equipment</i>					
210	Furniture/Furnishings	.00	.00	531.00	.00
220	Office Equipment	403.99	.00	947.28	.00
260	Other Equipment	5,092.75	10,000.00	201.39	10,000.00
	<i>Equipment Totals</i>	\$5,496.74	\$10,000.00	\$1,679.67	\$10,000.00
<i>Contractual Expense</i>					
410	Supplies	4,687.90	8,000.00	2,883.60	4,800.00
411	Rent-Building/Property	7,770.79	44,152.00	6,140.74	44,152.00
413	Repair & Maint.-Bldg/Property	1,244.44	3,900.00	532.96	3,900.00

Budget Worksheet Report

Budget Year 2023

Account Fund	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General					
EXPENSE					
Department 6772 - OFA-Warren County					
<i>Contractual Expense</i>					
416	Oil & Gas-Heating	2,036.04	3,000.00	1,524.71	5,000.00
418	Ins-General Liability	1,722.21	1,999.00	2,605.00	3,000.00
422	Repair/Maint-Equipment	163.32	5,000.00	1,104.72	5,000.00
423	Telephone	4,695.79	4,500.00	2,474.46	4,500.00
424	Postage	888.42	1,000.00	327.27	1,000.00
427	Memberships & Dues	802.00	900.00	783.00	900.00
428	Data Processing & Internet Fees	726.00	500.00	801.93	1,050.00
432	Special Project Supply	27,039.87	50,000.00	13,354.76	40,000.00
435	Medical Fees	.00	500.00	.00	500.00
436	Advertising Fees	1,450.50	.00	.00	.00
437	Consulting Fees	.00	21,085.00	1,575.00	16,300.00
444	Travel/Education/Conference	36,084.66	84,000.00	21,088.82	64,000.00
445	Foods	222,784.22	375,000.00	139,857.79	275,000.00
470	Contract	445,622.43	550,000.00	231,937.11	635,000.00
		\$757,718.59	\$1,153,536.00	\$426,991.87	\$1,104,102.00
<i>Contractual Expense Totals</i>					
Employee Benefits					
810	Retirement	83,580.26	70,597.00	42,318.04	70,400.00
830	Social Security	36,719.75	46,195.00	26,648.42	54,323.00
831	Medicare Contribution	8,587.64	10,802.00	6,232.37	12,702.00
860	Hospitalization	86,609.51	116,246.00	62,167.11	95,153.00
865	Dental Insurance	1,890.24	2,400.00	1,260.48	1,752.00
		\$217,387.40	\$246,240.00	\$138,626.42	\$234,330.00
<i>Employee Benefits Totals</i>					
Other Benefits					
840	Workmen's Compensation	9,410.00	15,021.00	15,021.00	12,743.00
861	Retirees Hospitalization	75,043.22	86,867.00	49,215.04	91,118.00
862	Health Insurance Cost Reimbursement	.00	1,500.00	.00	750.00
		\$84,453.22	\$103,388.00	\$64,236.04	\$104,611.00
<i>Other Benefits Totals</i>					
		\$1,687,843.43	\$2,258,245.00	\$1,081,607.74	\$2,329,192.00
Department 6772 - OFA-Warren County		\$2,124,368.38	\$3,077,369.00	\$1,367,614.11	\$3,213,248.00
EXPENSE TOTALS					
Fund A - General Totals					
		\$2,133,979.29	\$2,177,952.00	\$895,678.90	\$2,334,845.00
REVENUE TOTALS					

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Actual Amount	2023 Departmental Request
	EXPENSE TOTALS	\$2,124,368.38	\$3,077,369.00	\$1,367,614.11	\$3,213,248.00
Fund A - General	Totals	\$9,610.91	(\$899,417.00)	(\$471,935.21)	(\$878,403.00)
	Net Grand Totals				
	REVENUE GRAND TOTALS	\$2,133,979.29	\$2,177,952.00	\$895,678.90	\$2,334,845.00
	EXPENSE GRAND TOTALS	\$2,124,368.38	\$3,077,369.00	\$1,367,614.11	\$3,213,248.00
	Net Grand Totals	\$9,610.91	(\$899,417.00)	(\$471,935.21)	(\$878,403.00)