

HEALTH SERVICES COMMITTEE
OFFICE FOR THE AGING
October 24, 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 Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
 1. Request: Enter into MOU (Memorandum of Understanding) with North Country Healthy Heart Network, Inc. to be a part of the North Country Chronic Disease Prevention Coalition.
Rationale: This coalition identifies gaps, then plans, develops and supports the implementation of chronic disease prevention and self-management programs and activities in this area. There is no monetary obligation.
 2. Request: Increase Title III E contract with Greater Adirondack Home Aides from \$35,000 to \$55,000 for program year 1/1/22-12/31/22.
Rationale: We have carryover funding from 2021 and a need to provide aid services to seniors in Warren County. This will allow us to meet these needs in 2022.
 3. Request: Amend Resolution 439 of 2017 authorizing lease agreements between the Warren/Hamilton Counties Office for the Aging, and various entities for operation of meal sites for the elderly, to include the following language, “funds to cover any of the County’s maintenance, repair or other obligations under the respective lease agreements be paid as necessary from the appropriate budget codes.”
Rationale: The current resolution does not authorize us to reimburse or pay for certain expenses associated with the operation of the meal sites that we have agreed to, such as electricity, propane, etc.
- V. Discussion Items:
 1. WC 48-22 Warren/Hamilton Counties Office for the Aging Senior Nutrition Meal Program Supplemental RFP (available for review in Purchasing Department)
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. 03 New Contract – North Country Healthy Heart Network, Inc.
 - a. MOU for the North Country Chronic Disease Prevention Coalition
2. 04 Amend Contract – Greater Adirondack Home Aides, Title III E
3. 20 Misc – Amend Resolution 439 of 2017
 - a. Resolution 439 of 2017

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office for the Aging

DATE: 10/03/2022

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

- (b) Purpose of Contract: Enter into MOU with North Country Healthy Heart Network, Inc. to be a part of the North Country Chronic Disease Prevention Coalition, which identifies gaps and plans, develops and supports the implementation of chronic disease prevention and self-management programs and activities in this area.

- (c) Name of Contractor: North Country Healthy Heart Network, Inc.

- (d) Address of Contractor: 132 Bloomindale Ave, Ste. 2, Saranac Lake, NY 12983

- (e) Contractor's Contact Person and Telephone Number: Ann Morgan, PH#(518)891-5855, Ext. 5501, amorgan@heartnetwork.org

- (f) Has or will the Contract be provided, if so, please attach: Provided

- (g) Commencement Date of Contract: Date Signed, 11/18/22

- (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

MEMORANDUM OF UNDERSTANDING
FOR THE
NORTH COUNTRY CHRONIC DISEASE PREVENTION COALITION

This Memorandum of Understanding (“MOU”) is made as of the ___ day of _____ 2022 (the “Effective Date”) between North Country Healthy Heart Network, Inc., a non-profit health and social determinant provider which is located at 132 Bloomindale Ave, Ste. 2, Saranac Lake, NY 12983, (“NCHHN”) and [insert] a non-profit health and social determinant provider which is located at [insert] (“PARTICIPANT”). NCHHN and PARTICIPANT shall be referred to individually as a Party or collectively as the Parties.

1. **Introduction.** NCHHN facilitates a developing North Country Community Integrated Health Network known as the Chronic Disease Prevention Coalition, hereafter, the Network, which serves to bring together providers, community-based organizations and other key stakeholders in the North Country Region using the CDC’s Chronic Disease Prevention System as a model to identify gaps and plan, develop and support implementation of chronic disease prevention and self-management programs and activities.
2. **Network.** PARTICIPANT and NCHHN desire to execute this MOU to describe the non-binding cooperation that each Party will undertake to collaboratively provide chronic disease prevention and self-management services to the community. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals. Each Party will undertake reasonable efforts subject to staff and resource availability to do the following:
 - a. NCHHN
 - i. Serves as Network Lead Entity
 - ii. Provides leadership and strategic planning support
 - iii. Provides staff support to Network committees
 - iv. Coordinates with vendors and other external entities providing technical assistance for Network operations
 - v. Seeks and secures funding to support Network development and program activities
 - vi. Responsible for “all-participant” communications
 - vii. Other Network development activities, as recommended by the Integrated Network Development Committee and/or as directed by NCHHN Board of Directors
 - b. PARTICIPANT
 - i. Attends “all-partner” meetings
 - ii. Serves on Network committees
 - iii. Contributes to Network development and other annual planning activities
 - iv. Supports Network program delivery efforts by helping to plan, host, promote and/or make referrals
 - v. Shares data, as available and appropriate
3. **Binding Terms.** The Parties agree that, with the exception of the binding provisions A-F below, the above terms of the Network are not binding. The following terms shall be binding:
 - a. Publicity. In the event that the PARTICIPANT chooses to release any public announcement related to the Coalition or Coalition activities, including but not limited to a press release or social media posts, they are to notify NCHHN of the post and cite the PARTICIPANT’s participation in the Coalition.
 - b. Assignment. No Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Party.

c. Non-Disclosure.

- i. Confidential Information. Each party (when receiving information a “Receiving Party”) understands that the other party (when disclosing information a “Disclosing Party”) may disclose information concerning the Disclosing Party’s business, patients, beneficiaries, customers, counterparties, clients, operations, employees, financial position, forecasts, strategies, marketing plans, intellectual property, trade secrets, technical or proprietary data, and methods used or developed by the Disclosing Party; all of which to the extent disclosed to the Receiving Party is hereinafter referred to as “Confidential Information” of the Disclosing Party. The Confidential Information shall include, without limitation, the existence and details of any actual or proposed transactions between the parties and property, goods, or services provided by one party to the other. Disclosing Party may mark any information disclosed to receiving party as “Confidential Information,” but doing so shall not be required for confidential treatment.
- ii. Agreement to Keep Confidential. The Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information, including, without limitation, all precautions the Receiving Party employs with respect to its own strictly confidential materials; (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person or party, except for its employees, advisors, agents, consultants, directors, officers, members, or managers (who shall be subject to a confidentiality obligation to Receiving Party no less strict than this section), subject to the restrictions contained herein; (iii) not to make any use whatsoever at any time of such Confidential Information except in accordance with the its contracts with Disclosing Party; and (iv) not to copy or reverse engineer any such Confidential Information. Any person or entity granted access to any such Confidential Information in accordance with this paragraph shall be similarly bound in writing to maintain the confidentiality and degree of non-disclosure contemplated in this agreement. These obligations shall survive this Agreement for ten (10) years.
- iii. Exclusion. Without granting any right or license, the Disclosing Party agrees that the restrictions set forth in sub-section (a) above, shall not apply with respect to any information that (i) through no improper action or inaction by the Receiving Party or any subsidiary, affiliate, agent, consultant, or employee, is generally available or known to the public;(ii) was in possession or known by it prior to receipt from the Disclosing Party, which prior possession can be documented by written evidence; (iii) was rightfully disclosed to it by a third party provided the Receiving Party complies with any restrictions imposed by said third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees or contractors of the Receiving Party who had no access to such Confidential Information.
- iv. Return of Confidential Information. Immediately upon a written notice by the Disclosing Party, at any time, delivered to the address of the Receiving Party (in the manner provided under this Agreement), the Receiving Party will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, except that upon notice to Disclosing Party, the Receiving Party may retain one copy of all Confidential Information in its attorney’s office in escrow solely for archival legal purposes.
- v. Disclosures Required by Law. If the Receiving Party immediately notifies Disclosing Party upon receipt of a court order, subpoena, or other legal process requiring disclosure of Confidential Information of Disclosing Party, then the Receiving Party may make disclosures required by such court order, subpoena, or other legal process no earlier than the last date for compliance with such court order, subpoena, or other legal

process. Disclosing Party shall have full right to intervene on its own or in place of Receiving Party to prevent or limit such disclosure and Receiving Party shall reasonably comply with Disclosing Party's requests.

vi. Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party or otherwise damage Disclosing Party's interest resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. Notwithstanding, but not in limitation of the foregoing, each party shall be responsible to the other for any damages arising from the breach by it or any party whom it has disclosed any Confidential Information or any of the covenants and obligations on its part to be observed or performed under this Agreement except that neither party shall be liable for the other party's loss of present or prospective profits or anticipated sales or expenditures made in connection with this Agreement or special, consequential, punitive or indirect damages.

d. Costs. Each party shall bear its own legal, accounting, programming, and administrative costs in connection with the Network, unless otherwise stipulated in any further Services Agreements between the parties.

e. Term and Termination:

- i. The term of this Agreement shall begin on the "Effective Date" specified above. It shall remain in effect until either party proposes a review and update of any terms or conditions herein.
- ii. In the event of a material breach of this Agreement by one party, the non-breaching party may, at any time after the expiration of fourteen (14) days following notice of the breach to the other party, terminate this Agreement upon further written notice of termination; provided, that if the breaching party shall have cured the breach prior to the effective date of the notice of termination, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and/or specific performance as its exclusive remedies.
- iii. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice to the other. During said ninety (90) day notice period each party shall continue to perform under this Agreement unless excused by the other.
- iv. This Agreement may be terminated in part or in whole immediately upon notice by NCHHN that grand funding for this endeavor is terminated.

f. Governing Law. These Binding Provisions shall be governed by and construed under the laws of the State of New York without regard to conflict of laws principles.

North Country Healthy Heart Network, Inc. _____	PARTICIPANT _____
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RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: OFA

DATE: October 6, 2022

- (a) Purpose of Contract Change: **Amend Title IIIIE contract with Greater Adirondack Home Aides to increase do not exceed amount to \$55,000 for program year 2022.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **120 of 2016; 64 of 2019; 537 of 2021**
- (c) Name of Contractor: **Greater Adirondack Home Aides, Inc.**
- (d) Address of Contractor: **25 Willowbrook Road, Suite 4, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Trish McKinney, PH#(518)926-7070, tmckinney@ADKHA.ORG**
- (f) Commencement Date of Extension: **1/1/2022**
- (g) Termination Date of Extension: **12/1/22**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$55,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.6772.470 Warren County Contracts \$55,000**

**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. 20

MISCELLANEOUS

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

DEPARTMENT NAME: Warren/Hamilton Counties Office for the Aging

DATE: 10/7/2022

- (a) Purpose of Request: **Amend Resolution 439 of 2017**

- (b) Details: **Amend Resolution 439 of 2017 authorizing lease agreements between the County of Warren, acting for and on behalf of Warren/Hamilton Counties Office for the Aging , and various entities for operation of meal sites for the elderly, to include the following language, “funds to cover any of the County’s maintenance, repair or other obligations under the respective lease agreements be paid as necessary from the appropriate budget codes.”**

- (c) Previous Resolution Number: **439 of 2017**

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **See Resolution**

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 439 OF 2017

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

AUTHORIZING RENEWAL OF LEASE AGREEMENTS BETWEEN THE COUNTY OF WARREN, ACTING FOR AND ON BEHALF OF WARREN-HAMILTON COUNTIES' OFFICE FOR THE AGING, AND VARIOUS ENTITIES FOR OPERATION OF MEAL SITES FOR THE ELDERLY

WHEREAS, it has been recommended that Warren County continue the contractual relationships with the following entities for the operation of meal sites for the elderly in Warren and Hamilton Counties:

WARREN COUNTY:

- 1.) Church of Saint Sacrament, Bolton Landing; annual rent of One Dollar (\$1);
- 2.) Countryside Adult Home, Warrensburg; annual rent of Sixty-Four Thousand Dollars (\$64,000) paid in quarterly amounts of Sixteen Thousand Dollars (\$16,000);
- 3.) First Presbyterian Church of Glens Falls; annual rent of Three Thousand Dollars (\$3,000);
- 4.) Town of Chester; annual rent of One Dollar (\$1);
- 5.) Town of Johnsbury; annual rent of One Dollar (\$1);
- 6.) Town of Lake Luzerne; annual rent of Thirteen Thousand Dollars (\$13,000) paid in quarterly amounts of Three Thousand Two Hundred Fifty Dollars (\$3,250);

HAMILTON COUNTY:

- 1.) Lake Pleasant Senior Citizens Group, Inc.; annual rent of One Dollar (\$1);
- 2.) Town of Indian Lake; annual rent of One Dollar (\$1);
- 3.) Town of Long Lake; annual rent of One Dollar (\$1);
- 4.) Town of Wells, annual rent of One Dollar (\$1), and

WHEREAS, the parties have agreed to a five (5) year lease agreement for a term commencing on January 1, 2018 and terminating on December 31, 2022, with the option to extend said lease agreements for an additional five year term upon mutual agreement of the parties and providing there are no changes in the

RESOLUTION No. 439 OF 2017

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terms and conditions of the agreement, now, therefore, be it

RESOLVED, that Warren County, acting for and on behalf of the Warren-Hamilton Counties' Office for the Aging, enters into lease agreements with the entities listed above for the operation of meal sites for the elderly in Warren and Hamilton Counties, for the amounts listed and for a term commencing January 1, 2018 and terminating December 31, 2022, with the option to extend the lease agreements for an additional five year term upon mutual agreement of the parties and providing there are no changes in the terms and conditions of the agreement, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreements on behalf of the Warren County Board of Supervisors, in a form approved by the County Attorney to be paid from Budget Codes A.6771 411 OFA-Hamilton County, Rent-Building/Property and A.6772 411 OFA-Warren County, Rent-Building/Property.