

HEALTH SERVICES
January 23, 2023

COMMITTEE MEMBERS:

Chair and Members TBD and the Chair of the Board shall serve as the 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: **November 21, 2022**
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:

Request Resolution: 1	To appoint and reappoint members of the Warren County Health Services Professional Advisory Committee (PAC) for the term of January 1, 2023 to December 31, 2023 per list that was transmitted with agenda information. (Attachment #1)
Rationale:	The PAC Committee must be appointed annually by Board of Supervisors' Resolution per NYSDOH regulations. A copy of the membership will be on file with the minutes. The meetings are held quarterly and will continue to be held by zoom until further notice.

Request Resolution: 2	To appoint and reappoint members of the Local Early Intervention Coordinating Council (LEICC) for the term of January 1, 2023 to December 31, 2023 per list that was transmitted with the agenda. (Attachment #2)
Rationale:	The LEICC Committee must be appointed annually by Board of Supervisors' Resolution per NYSDOH regulations. A copy of the membership will be on file with the minutes. The meetings are held semi- annually and will continue to be held by zoom until further notice.

Request Resolution: 3	To extend one year \$1 Lease Agreement with Hudson Headwaters Health Network (Warrensburg Health Center), authorized by Resolution 109 of 2020 to provide space for Public Health's Women, Infant, and Children (WIC) clinics from January 1, 2023 to December 31, 2023. (Attachment #3)
Rationale:	Authorization is needed to extend agreement to ensure provision for WIC clinics. This collaboration strengthens Public Health's relationship with HHHN providers also working with WIC eligible families.

Request Resolution: 4	To amend contract with Hudson Headwaters Health Network (HHHN), previously authorized by Resolution 726 of 2004, to increase rate of chest – xray (2 views) from \$40 to \$48. (Attachment #4)
Rationale:	Public Health is required to have a Tuberculosis (TB) Program to identify, treat, and monitor TB cases and exposures. This agreement allows provision for chest x-rays, which is a vital component for identifying and monitoring suspect, latent, and active cases as appropriate. Public Health reports 0-2 cases/yr.

Request Resolution: 5	To amend Health Services Homecare Therapist contracts to reflect increased rates. (Attachment #5)
Rationale:	Therapist rates have not increased since 2019. Health Service programs are in need of therapists to serve individuals that are eligible for Health Services programs.

Request Resolution: 6	To authorize a Month-To-Month agreement with AlayaCare (AKA Crescendo) in the amount of \$8,922 per month (\$8,800/month for Crescendo and \$122/month for Medi-Span) for electronic medical record services which will automatically renew each month, unless 30-day written termination notice is rendered by either party. (Attachment #6)
Rationale:	Health Services will be transitioning to a new electronic medical record, however access to the old system is needed to facilitate this transition. This will be funded by Delivery System Reform Incentive Payment Program (DSRIP) and anticipated to be no cost to the county.

Request Resolution: 7	To authorize agreement with AlayaCare (AKA Crescendo) to access clinical and financial data from our electronic medical record for a one-time fee of \$15,000. (Attachment #7)
Rationale:	In transitioning to the new electronic medical record, we must have access to all clinical and financial data to ensure continuity of care, ability to bill for services, and satisfy any insurance documentation requirements. This will be funded by Delivery System Reform Incentive Payment Program (DSRIP) and anticipated to be no cost to the county.

Request Resolution: 8	To authorize agreement with Homecare Homebase, LLC for the electronic visit validation (EVV). (Attachment #8)
Rationale:	Provision for EVV is required to ensure compliance with New York State regulation, effective 1/1/2023. Homecare Homebase, LLC is the new electronic record vendor. This will be funded by Delivery System Reform Incentive Payment Program (DSRIP) and anticipated to be no cost to the county.

Request Resolution: 9	To amend the 2023 County Budget to reflect both revenue and expenses related to COVID-19 Vaccine Response Grant (A.4018.0036). Request to amend 2023 county budget. (Attachment #9)
Rationale:	Tawn Driscoll, Fiscal Manager, will be at meeting to discuss.

Request Resolution: 10	To amend 2023 budget to reflect both the Revenue and Expenses related to the Healthcare Worker Bonus Program (A.4196) for additional funding from the Department of Health of \$36,281.25. (Attachment #15)
Rationale:	Tawn Driscoll, Fiscal Manager will be available to discuss.

Request Resolution: 11	To Transfer Funds For 2023 budget related to COMM-CARE Grant. (Attachment #16)
Rationale	Tawn Driscoll, Fiscal Manager will be available to discuss.

V. **Discussion Items:**

Report of Revenues and Expenditures for 2023

Please see **Attachment #10**. Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

Revenue and Expense Comparison Report for 2022 vs 2023

Please see **Attachment #11**

Status of Referrals

Please see **Attachment 12A/B** for the report.

Emergency Response and Preparedness

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

Rabies Report

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

VI. Referrals/Pending Items: None at this time.

VII. Privilege of the floor and public comment

VIII. Motion to adjourn

Attachments:

1. Resolution Request: Appoint Reappoint Members of Professional Advisory Committee (PAC)
2. Resolution Request: Appoint and Reappoint Members of Local Early Intervention Coordinating Council (LEICC)
3. Resolution Request: Lease Agreement with Hudson Headwaters Health Network for WIC Clinics
4. Resolution Request: Amend Hudson Headwaters Health Network agreement to increase chest x-ray rate
5. Resolution Request: Request to increase Certified Home Health Agency therapist rates
6. Resolution Request: Authorize month-to-month agreement with AlayaCare
7. Resolution Request: To authorize agreement with AlayaCare for data access
8. Resolution Request: To authorize agreement with Homecare Homebase, LLC for the electronic visit validation (EVV).
9. Resolution Request: Amend 2023 Budget – Covid 19 Vaccine Response Grant
10. Report of Revenues and Expenditures for 2023
11. Revenue and Expense Comparison Report for 2022 vs 2023
12. Report of Referrals Status A/B
13. Emergency Response and Preparedness Activities Report
14. Rabies Report – November/December
15. Resolution Request: To amend 2023 budget to reflect both the Revenue and Expenses related to Healthcare Worker Bonus Program
16. Resolution Request: To Transfer Funds For 2023 budget related to COMM-CARE Grant

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

****If more than one person is being appointed, please attach additional sheets***

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Name of Appointee: **See attached list**
- (b) Is this a Reappointment? **Yes** If so, please provide the Resolution No. which authorized the last appointment of this individual **Resolution 62 of 2022**
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If person is being Appointed as a Representative of a Specific Group/Agency, please list their Affiliation and Title **Refer to attached member list**
- (e) Address of Appointee:
- (f) Title of Appointment: **Warren County Health Services Professional Advisory Committee (PAC)**
- (g) Effective Date of Appointment: **January 1, 2023**
- (h) Termination Date of Appointment: **December 31, 2023**
- (i) Name of Person Being Replaced (if applicable):
- (j) Reason for Replacement:

**WARREN COUNTY
PROFESSIONAL ADVISORY COMMITTEE**

01/2023

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<i>Name</i>	<i>Title</i>
Hillary Alycon	Mgr- Infection Prevention and Control Glens Falls Hospital
Sarah Arnold	PHN Communicable Disease Program Warren Co. Health Services
Pat Auer	Consumer Past Director
Paul Bachman	MD Medical Director, Certified Home Health Agency
Stephen Bassin	Physical Therapist
Patricia Belden	Assistant Director Public Health Warren Co. Health Services
William Borgos	MD Medical Director, Public Health
Sara Deukmejian	ARHN Coordinator Adirondack Health Institute
Tawn Driscoll	Financial Manager Warren Co. Health Services
Joseph Dufour	FNP Irongate Family Practice
Daniel Durkee	Senior Health Educator/ Emergency Preparedness Coordinator Warren Co. Health Services
Christian Hanchett	Commissioner of Social Services Warren County
Donna Healy	Professor of Nursing /Health Sciences Division Chair SUNY Adirondack
Susan Hughes	Director, Community Maternity Services
Ginelle Jones	Director Warren County Health Services
Richard Leach	MD, Tuberculosis & Infectious Disease Program Consultant
Richard Mason	Community Member
Erik Mastrianni	Children With Special Needs Program Manager

WARREN COUNTY
PROFESSIONAL ADVISORY COMMITTEE

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<i>Name</i>	<i>Title</i>
Deanna Park	Director of Office of Aging
Nancy Parsons	RN Immunization Program Warren County Health Services
Valerie Whisenant	Assistant Director Patient Services Warren County Health Services
Trish McKinney	Executive Director Greater ADK Home Health Aides
Rob York	Director of Community Services Warren & Washington Counties

Warren County Board of Supervisors

RESOLUTION No. 62 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, HOGAN, BRAYMER, CONOVER, BEATY AND GERACI

APPOINTING MEMBERS OF PROFESSIONAL ADVISORY COMMITTEE FOR THE HEALTH SERVICES DEPARTMENT

RESOLVED, that the following members of the Professional Advisory Committee for the Health Services Department, as listed on Schedule "A" annexed hereto and made a part hereof, be, and hereby are appointed for a one-year term commencing January 1, 2022 and terminating December 31, 2022.

RESOLUTION NO. 62 OF 2022

Susan Hughes	Director Community Maternity Services
Ginelle Jones	Director of Health Services Warren County
Richard Leach	MD, Tuberculosis & Infectious Disease Program Consultant
Richard Mason	Community Member
Erik Mastrianni	Children with Special Needs Program Manager
Deanna Park	Director of Office for the Aging Warren County
Nancy Parsons	RN, Immunization Program Warren County Health Services
Valerie Whisenant	Assistant Director Patient Services Warren County Health Services
Trish McKinney	Executive Director Greater Adirondack Home Health Aides
Rob York	Director of Community Services for Warren and Washington Counties

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

****If more than one person is being appointed, please attach additional sheets***

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Name of Appointee: **See attached list**
- (b) Is this a Reappointment? **Yes** If so, please provide the Resolution No. which authorized the last appointment of this individual **Resolution 63 of 2022**
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If person is being Appointed as a Representative of a Specific Group/Agency, please list their Affiliation and Title **Refer to attached member list**
- (e) Address of Appointee:
- (f) Title of Appointment: **Warren County Health Services Local Early Intervention Coordinating Council (LEICC) Committee**
- (g) Effective Date of Appointment: **January 1, 2023**
- (h) Termination Date of Appointment: **December 31, 2023**
- (i) Name of Person Being Replaced (if applicable):
- (j) Reason for Replacement:

**WCPH LOCAL EARLY INTERVENTION COORDINATION COUNCIL
1340 STATE ROUTE 9, LAKE GEORGE NY 12845**

**MEMBER LIST
(NON-
EMPLOYEE)**

Auer, Pat	518-798-5251	16 Oakwood Drive, Queensbury NY 12804 pwauer@aol.com
Bourdeau, Meshele	518-696-6453	PO Box 484 – 18 Hill Street Lake Luzerne, NY 12846 mbourdeau101108@gmail.com
Breen, Tammy	518-761-6287	Warren County DSS Supervisor of Children's Services tammy.breen@dfa.state.ny.us
Chico, Kristen	518-683-1201	9 Sagamore Street Glens Falls NY 12801 kristenlarms@yahoo.com
Jorgey Wethington	518-798-7972	Southern Adirondack Child Care Network 88 Broad Street, Glens Falls, NY 12801 wethingtonj@saccn.org
Grover, Dorothy	518-260-0716	Queensbury Union Free School District Aviation Road, Queensbury NY 12804 grover.dorothy@gmail.com Also: Brilliant Therapies, Physical Therapist
TBD	518-798-7555 x218	Warren County Head Start 11 Pearl Street, Glens Falls, NY 12801 Education@wchsny.org
Meilhede, Dr. Lauren	518-798-9538	Adirondack Pediatrics 84 Broad Street #3, Glens Falls NY 12801 lmeilhede@gmail.com
Terry, Tracy	518-761-6362	Warren County Preventive Services Human Services Bldg., Lake George, NY 12845 cynthia.mulcahy@dfa.state.ny.us
Utz-Meagher, Kevin	518-581-3069	Capital District DDSO 3 Care Lane Suite 200 Saratoga Springs, NY 12866
York, Robert	518-792-7143	Office of Community Services for Warr. and Wash. Co 230 Maple Street Suite 1, Glens Falls, NY 12801 Yorkr@warrencountyny.gov

**WCPH LOCAL EARLY INTERVENTION COORDINATION COUNCIL
1340 STATE ROUTE 9, LAKE GEORGE NY 12845**

**MEMBER LIST
(EMPLOYEES)**

Belden, Pat	X 7690	WCPH Assistant Director
Gillis, Diana	X 8732	EI Support Staff
Jones, Ginelle	X 6583	WCHS/WCPH Director
LaLone, Emily	X 7608	EI Service Coordinator/ChildFind Coordinator
Madison, Julie	X 8739	EI Service Coordinator
Mastrianni, Erik	X 8709	CSHCN Program Mgr / EI Service Coordinator
McLaughlin, Robin	X 6389	Therapy Supervisor
Sharron, Cheryl	X 6541	EI Service Coordinator
Toolan, Debbie	X 6469	CPSE Support Staff
Whisenant, Val	X 6593	WCHS Assistant Director
Wilkie, Molly	X8776	EI Service Coordinator

Warren County Board of Supervisors

RESOLUTION No. 63 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, HOGAN, BRAYMER, CONOVER, BEATY AND GERACI

APPOINTING MEMBERS OF THE LOCAL EARLY INTERVENTION COORDINATING COUNCIL (LEICC) FOR THE EDUCATION OF PHYSICALLY HANDICAPPED CHILDREN'S PROGRAM

WHEREAS, Resolution No. 216 of 1993 authorized the establishment of a Local Early Intervention Coordinating Council (LEICC) for the Education of Physically Handicapped Children's Program within Warren County, and

WHEREAS, it is necessary to appoint members for a term commencing January 1, 2022 and terminating December 31, 2022, now, therefore, be it

RESOLVED, that the persons named on Schedule "A" attached hereto, are hereby appointed as members of the LEICC through December 31, 2022.

SCHEDULE "A"

WCPH LOCAL EARLY INTERVENTION COORDINATING COUNCIL

Jones, Ginelle
LaLone, Emily
Mastrianni, Erik
Whisenant, Valerie
McLaughlin, Robin

Sharron, Cheryl
Gillis, Diana
Toolan, Debbie
Belden, Pat
Madison, Julie

761-6580
Fax: 761-6422

Warren County Public Health
1340 State Route 9
Lake George, New York 12845

Auer, Pat
Bourdeau, Meshele
Breen, Tammy
Chico, Kristen
Conine, Pam
Grover, Dorothy
Mahoney, Amber
Meilhede, Lauren, MD
Terry, Tracy
Utz-Meagher, Kevin
York, Robert

Community Member
Parent
Warren County Department of Social Services
Parent
Southern Adirondack Child Care Network
Queensbury School District
Warren County Head Start
Adirondack Pediatrics
Warren County Preventive Services
Capital District DDSO
Office of Community Services for Warren and Washington County

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Purpose of Request: **To extend 1 yr Lease Agreement in the amount of \$1 with Hudson Headwaters Health Network (Warrensburg Health Center), previously authorized in Resolution 64 of 2022, to provide space for Public Health's Women, Infant, and Child (WIC) Clinics.**
- (b) Details: **Hudson Headwaters Health Network (HHHN); 3767 Main St., Warrensburg, NY 12885; Contact Claire Fleming 528-623-2844 ext 21851; cfleming@hhhn.org**
- (c) Previous Resolution Number: **109 of 2020, 29 of 2021, and 64 of 2022**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.4013.411 WIC Rent Expense**

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 64 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, HOGAN, BRAYMER, CONOVER, BEATY AND GERACI

AUTHORIZING CONTINUATION OF A LEASE AGREEMENT WITH HUDSON HEADWATERS HEALTH NETWORK FOR USE OF SPACE AT THE WARRENSBURG HEALTH CENTER FOR PUBLIC HEALTH'S MONTHLY WIC CLINIC

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the continuation of a lease agreement (the previous lease agreement being authorized by Resolution No. 29 of 2021) with Hudson Headwaters Health Network for use of space located at the Warrensburg Health Center, 3767 Main Street, Warrensburg, New York 12885 for Public Health's monthly two (2) day WIC clinic for an amount of One Dollar (\$1), for a term commencing March 1, 2022 and terminating February 28, 2023, and the Chair of the Board of Supervisors be, and hereby is, authorized to execute a lease agreement, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.4013 411 W.I.C., Rent-Building/Property.

Warren County Board of Supervisors

RESOLUTION NO. 29 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, McDEVITT, CONOVER, HOGAN AND STROUGH

AUTHORIZING CONTINUATION OF A LEASE AGREEMENT WITH HUDSON HEADWATERS HEALTH NETWORK FOR USE OF SPACE AT THE WARRENSBURG HEALTH CENTER FOR PUBLIC HEALTH'S MONTHLY WIC CLINIC

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the continuation of a lease agreement (the previous lease agreement being authorized by Resolution No. 109 of 2020) with Hudson Headwaters Health Network for use of space located at the Warrensburg Health Center, 3767 Main Street, Warrensburg, New York 12885 for Public Health's monthly (2) day WIC clinic for an amount of One Dollar (\$1), for a term commencing March 1, 2021 and terminating February 28, 2022, and the Chair of the Board of Supervisors be, and hereby is, authorized to execute a lease agreement, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.4013 411 W.I.C., Rent-Building/Property.

Warren County Board of Supervisors

RESOLUTION NO. 109 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS MCDEVITT, BEATY, CONOVER, BRUNO, FRASIER, MAGOWAN AND SHEPLER

AUTHORIZING A LEASE AGREEMENT WITH HUDSON HEADWATERS HEALTH NETWORK FOR USE OF SPACE AT THE WARRENSBURG HEALTH CENTER FOR PUBLIC HEALTH'S MONTHLY WIC CLINIC AND RATIFYING THE ACTIONS OF THE CHAIRMAN OF THE BOARD IN EXECUTING SAID LEASE AGREEMENT

WHEREAS, the Director of Public Health/Patient Services has requested that the County enter into a lease agreement with Hudson Headwaters Health Network for use of space located at the Warrensburg Health Center, 3767 Main Street, Warrensburg, New York 12885 for Public Health's monthly (2 day) WIC clinic for an amount of One Dollar (\$1), for a term commencing retroactive to March 1, 2020 and terminating February 28, 2021, and

RESOLVED, that the Warren County Board of Supervisors hereby authorizes a lease agreement with Hudson Headwaters Health Network for use of space located at the Warrensburg Health Center, 3767 Main Street, Warrensburg, New York 12885 for Public Health's monthly (2) day WIC clinic for an amount of One Dollar (\$1), for a term commencing retroactive to March 1, 2020 and terminating February 28, 2021, in a form approved by the County Attorney, and does ratify the actions of the Chairman of the Board in signing said lease agreement prior to approval by the Board of Supervisors, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.4013 411 W.I.C., Rent-Building/Property.

LEASE AGREEMENT

DATE OF THIS LEASE: March 1, 2020

PARTIES TO THIS LEASE AND ADDRESSES:

Landlord: Hudson Headwaters Health Network
9 Carey Road
Queensbury, NY 12804

Tenant: Warren County Health Services – Women, Infants and Children Group
1340 State Route 9
Lake George, NY 12845

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENT OF WHICH IS HEREBY ACKNOWLEDGED, AGREE AS FOLLOWS:

- 1. Term:** The term of this Lease shall be one year (1) year commencing on March 1, 2020, and expiring on March 1, 2021, with access to and use of the Premises (as defined below) only on the third Wednesday and Thursday of each calendar month. If Tenant would like to change its days during a month or request additional days, Tenant must submit such request to Landlord in writing at least one week in advance. Landlord will decide in its sole discretion whether to approve or deny Tenant's request, and Tenant understands that nothing except the days specified in this Lease are guaranteed. Tenant understands, acknowledges and agrees that Landlord and other parties will use the Premises during the time in which it is not rented by Tenant. The parties may extend the term of the lease by signing a written extension prior to the end of the present term.
- 2. Premises:** Specifically, the "Second Floor CBO Office" located on the second level of the Warrensburg Health Center owned by Landlord located at Health Center Plaza, 3767 Main Street, Warrensburg, New York, accessible by both external doors to the building, consisting of approximately 378 square feet as more specifically described in Attachment A hereto (the "Premises"), together with all fixtures and equipment located within the Premises plus access to and use of the common areas and parking lot for the building.
- 3. Rent:** The annual rent will be \$1 payable in advance.
- 4. Agreement to Lease and Pay Rent:** Landlord leases to Tenant, and Tenant takes and rents from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, the Premises.
- 5. Utilities, Additional Rent and Other Charges:** The costs and expenses for all utilities for the Premises is included in the rent.

6. **Permitted Use:** Tenant may use and occupy the Premises only to operate a Women, Infants and Children awareness program for its group open to the area residents. Tenant shall not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in a manner which will violate any certificate of occupancy affecting the Premises, or which will cause or be likely to cause structural damage to the building or any part thereof, or which will constitute waste or a public or private nuisance, or for any unlawful purpose.

7. **Default:** If Tenant fails to pay or performance of any covenants and agreements on the part of Tenant contained in this Lease, Landlord shall have the right to terminate this Lease immediately, may enter or re-enter and take possession of the Premises and bar entry to Tenant, and may take any other action as may be permitted by law or in equity.

8. **Condition:** Tenant shall clean the Premises after each use of the Premises, emptying the trash and removing all personal property, and shall maintain the Premises in clean and presentable condition, at least as clean as it was when received. Tenant shall immediately notify Landlord of any damage to or problems with the Premises. Tenant agrees that at the end of the term or renewal term, as the case may be, Tenant will surrender the Premises in good condition, ordinary wear and tear excepted.

9. **Termination:** Each of Tenant and Landlord may terminate this Lease at any time without cause upon at least 30 days prior written notice to the other party.

10. **Assignment:** Tenant shall not assign this Lease nor sublet the Premises, nor any part thereof, nor permit the use by another without prior written consent of Landlord. The terms of this Lease shall be binding on the heirs, personal representatives and valid successors and assigns of the parties.

11. **Amendments:** This Lease can be modified or changed only by an agreement in writing signed by the parties to the Lease.

12. **Quiet Enjoyment:** Landlord covenants that upon Tenant paying the rent and observing all the other covenants of this Lease, Tenant shall peaceably and quietly enjoy the Premises for the term of this Lease, subject to Landlord's right of entry for inspection or repair of the Premises. Notwithstanding the foregoing, Landlord may close the building at any time during the term of this Lease in case of inclement weather, dangerous conditions, power or utility outages, or any other reason that may affect Tenant's safe access and use of the Premises. In such a situation, the parties will mutually agree upon a different date for Tenant to use the Premises to make up for the date it was closed.

13. **No Warranties:** Landlord shall have no obligation to provide to the Tenant or the Premises any services, except as specifically set forth in this Lease. Landlord does not warrant that any system, service, equipment or furniture to be provided by Landlord, or any other systems or services which the Landlord may provide, (a) shall be adequate for Tenant's particular purposes or (b) shall be free from interruption or reduction.

14. Tenant's Obligations: Tenant shall promptly reimburse Landlord for the cost of repairs and replacements for any and all damage caused to the Premises either negligently or intentionally by Tenant or its guests and invitees. Tenant shall have no right or authority to make any alterations to, perform any work on or improve the Premises without the prior written consent of Landlord.

15. Insurance: Tenant shall maintain, at its own expense, general liability insurance on the premises in the amount of \$1,000,000 per occurrence and in the aggregate for personal injury, bodily injury and property damage, naming Landlord as an additional insured on a primary, non-contributory basis, with waiver of subrogation.

16. Indemnification: Except for the negligence or willful misconduct of Landlord, Tenant covenants to indemnify and hold harmless Landlord, and all of its officers, directors, employees, agents, contractors, patients, guests and invitees (collectively, the "Releasees"), from and against any, claim, demand, suit or action which may be asserted against a Releasee by a third party, or any cost incurred, including reasonable attorneys fees incurred in defense of the same, arising out of Tenant's occupancy and use of the Premises, and the operations, acts, omissions or misconduct of Tenant or the Tenant's agents, contractors, employees, guests and/or invitees. To the extent that Landlord's claim for indemnification by Tenant is covered by Tenant's insurance as set forth in Section 15 above, Tenant's aggregate liability under this Section 16 shall be limited to the aggregate amount of insurance coverage.

17. Limitation of Liabilities: Landlord shall not be liable for any injury, damage or loss to Tenant, Tenant's property, Tenant's business, Tenant's guest or invitees or to any other person or property resulting from any cause, except to the extent caused by the gross negligence or willful misconduct of Landlord or its employees, agents or contractors.

18. Compliance with Applicable Law: Landlord and Tenant each represent and warrant that the rent is not determined in any way or manner that takes into account, directly or indirectly, the volume or value of any referrals or other business generated between the parties for which payment may be made in whole or in part under any federal or state health care program. Landlord and Tenant each represent and warrant that it has not received or been promised anything of value to enter into this Lease with the other. It is the intention of the parties that this Lease comply with all federal and state laws and regulations.

19. Entire Agreement: This Lease contains the entire agreement between the parties concerning the Premises and no prior oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force and effect.

20. Authorized Representative: Landlord and Tenant warrant that they are authorized to enter into this Lease, that the person signing on behalf of each is duly authorized to execute the Lease and that no other signatures are necessary, and agree that once signed, this Lease will be binding and enforceable against them.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representative as of the date first above written.

LANDLORD:

HUDSON HEADWATERS HEALTH NETWORK

By:

Name:

Title:

Christopher Tournaire

CFU

TENANT:

WARREN COUNTY HEALTH SERVICES

By:

Name: Frank Thomas

Title: Chairman of the Board

Approved as to Form:

[Signature]
Warren County Attorney

2nd Assistant

ATTACHMENT A

Description of Premises

The Premises consists of one room on the second floor of the building, just north of the southeast corner of the building, approximately 21 x 18 feet in length, consisting of 378 square feet, with a single door in the northwest corner of the room. The room is named the "Second Floor CBO Room" and is accessed through a common waiting area outside the door and near the stairs and elevator located on the eastern wall of the building. The room is also accessible through adjoining common areas from the stairs and elevator on the western wall of the building.

Please see attached floor layout showing the exact location of the room on the second floor.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Purpose of Contract Change: **To increase chest x-ray (2 views) rate from \$40 to \$48.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **767 of 2002, 85 of 2004, and 726 of 2004**
- (c) Name of Contractor: **Hudson Headwaters Health Network (HHHN)**
- (d) Address of Contractor: **George Purdue Administrative Building; 9 Carey Rd, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Andrea Calcavecchia, CPC and Reimbursement Analyst; Phone 518-761-0300 ext 31557; email acalcavecchia@hhhn.org**
- (f) Commencement Date of Extension: **1/1/2023**
- (g) Termination Date of Extension: **Automatic annual renewal unless 30 day written termination notice is rendered by either party or requested annual rate increase is over 5%.**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Voucher**)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.4018.0030.435 Disease Program Medical Expenses**

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

*as listed in budget and LOGOS

Jones, Ginelle

From: Jones, Ginelle
Sent: Thursday, January 12, 2023 10:30 AM
To: Turcotte, Amy
Cc: Tournier, Christopher; Dougrey, Kevin; 'Calcavecchia, Andrea (Thomas)'
Subject: TB Clinic
Attachments: R085-04.pdf; DOC011223-01122023102138.pdf

Hi Amy,

Please see below and advise if I should bring to committee.

It appears Resolution 726 of 2004 (in large attachment) authorizes amendments, however it is an old contract.

Please let me know what you think!

THANK YOU!!!

Ginelle

Ginelle Jones
Director of Public Health and Patient Services
Warren County Health Services
1340 State Route 9
Lake George, NY 12845
Work: 518-761-6580
Cell: 518-321-0150



From: Calcavecchia, Andrea (Thomas) <acalcavecchia@hahn.org>
Sent: Tuesday, January 10, 2023 3:44 PM
To: Jones, Ginelle <jonesg@warrencountyny.gov>
Cc: Tournier, Christopher <ctournier@hahn.org>; Dougrey, Kevin <kdougrey@hahn.org>
Subject: TB Clinic

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

Hi Ginelle,

Hope you're doing well.

We have been reviewing our Agreements and came across the attached aged Agreement from 1/1/2005 for chest x-rays needed for the TB clinic. We haven't billed for this service since 2017.

Is this service still needed? If it is, please have the county attorney send an updated Agreement. We are requesting our current contract rate for Chest X-ray (2 views) of \$48.00.

Let me know if you have any questions or concerns.

Stay Well,
Andrea

Andrea Calcavecchia, CPC
Reimbursement Analyst

Hudson Headwaters Health Network
The George Purdue Administrative Building
9 Carey Road Queensbury, NY 12804
(518) 761-0300, ext. 31557
acalcavecchia@hahn.org
www.hahn.org



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Due to the prevalence of protected information in electronic communication, Hudson Headwaters enforces TLS encryption on all outbound email. If your email provider does not support TLS encryption you will have received this message through our secure email portal.

RESOLUTION NO. 726 OF 2004

Resolution introduced by Supervisors Haskell, Quintal, Sheehan, F. Thomas and Barody

**AUTHORIZING AGREEMENTS CONTINUING CONTRACTUAL RELATIONSHIPS
WITH VARIOUS CONTRACTORS AND/OR AGENCIES - HEALTH SERVICES
DEPARTMENT**

RESOLVED, that Warren County continue the contractual relationships indefinitely, subject to termination upon thirty (30) days notice by either party and subject to future appropriations, with the various contractors and/or agencies listed below, at the rates and/or costs set forth below, and be it further

RESOLVED, that unless there should be a material change in contract terms, a change in rates/costs or a change or addition of a new contractor/agency, a further Board resolution will not be necessary to indefinitely continue and/or amend the contracts, and be it further

RESOLVED, that that the Board may, at any time upon the adoption of further resolutions, rescind and/or amend this authority or limit appropriations with regard to any one or more of the contracts listed below and request to terminate the contract pursuant to the terms thereof, and the Department Head shall be responsible for acting in accordance with such actions, and be it further

RESOLVED, that the Chairman of the Board be, and hereby is, authorized to execute agreements, and from time to time as may be necessary, amend contracts consistent with the term set forth herein, with said contractors/agencies in the form approved by the County Attorney:

<u>Contractor/ Agency</u>	<u>Purpose</u>	<u>Estimated Contract Amount/Rates</u>	<u>Term</u>
ENS Health Care Management, LLC d/b/a Interim Health Care of New York	Paraprofessional Care Services - LTHHCP & CHHA	Home Health Aide \$17.95/hr Personal Care Aide \$17.50/hr Housekeeper \$16.70/hr	30 terminable
Visiting Nurse Association of Albany Home Care Corporation	Paraprofessional Care Services - LTHHCP & CHHA	Home Health Aide \$18.55/hr Personal Care Aide \$18.05/hr	30 terminable
North County Home Services, Inc.	Paraprofessional Care Services - LTHHCP & CHHA	Home Health Aide \$22.34/hr Personal Care Aide \$18.48/hr. (Levels 1 and 2)	30 terminable
Glens Falls Hospital	Lifeline Care Services - LTHHCP	Installation Fee \$30 Monthly Service Charge \$32 Extra Button Charge \$75	30 terminable
NYS ARC, Inc.	Respite Services for Handicapped Children	\$50 per weekend \$1.25/hour school holiday \$2.00/hour in-home	30 terminable
Dr. Robert O'Connor d/b/a Glens Falls Animal Hospital	Rabies Clinics	\$60/hour vet fees \$25/hour animal handler fees Specimen Prep & Submission: Bats \$20 Small Animals \$30 Medium Animals \$40 Large Animals \$50 Euthanasia - \$15 (all animals except bats - \$10) Quarantine Period: \$40	30 terminable
Schroon River Animal Hospital, PC	Rabies Clinics	\$60/hour vet fees \$25/hour animal handler fees	30 terminable
Richard P. Leach, MD	Medical Director for TB Clinic	\$4,120 per year \$175/hour for emergencies \$75 per meeting attended	30 terminable
Hudson Headwaters Health Network	X-Ray Services for TB Programs	\$40 per X-Ray Read	30 terminable

<u>Contractor/ Agency</u>	<u>Purpose</u>	<u>Estimated Contract Amount/Rates</u>	<u>Term</u>
Glens Falls Hospital Rehabilitation Center	Evaluations and Therapy Services for EI & Early Childhood Preschool Education Programs & Physical, Occupational and Speech Therapy Services for LTHHCP & CHHA	\$55/initial local visit \$60/out-of-area revisit \$45/in-service session \$40/meeting attended	30 terminable
John Rugge, MD	High Tech Consultation Services	\$3,500/year	30 terminable
Community Work and Independence, Inc.	Social Day Care Services	\$16/round trip travel \$49.87/day for patient care \$24.94/half-day of patient care	30 terminable
Warren-Washington Counties Association for Mental Health, Inc.	Nursing Service Consultation	Not to exceed \$50/hour or the current Medicare or Medicaid Allowable rates	30 terminable
Adirondack Radiology Associates, PC	Reading of X-Rays for TB Program	\$40 per X-ray Read	30 terminable
Developmental Pediatrics, PLLC	Supplemental Physical Evaluation Services for EI Program and/or Preschool Children with Special Needs Program	Not to exceed current State-approved rates	30 terminable

RESOLUTION NO. 85 OF 2004

Resolution introduced by Supervisors Haskell, Quintal, Sheehan and F. Thomas

AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH HUDSON HEADWATERS HEALTH NETWORK FOR X-RAY SERVICES FOR THE TUBERCULOSIS PROGRAM FOR THE HEALTH SERVICES DEPARTMENT

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution No. 767 of 2002), with Hudson Headwaters Health Network, P.O. Box 357, One Broad Street Plaza, Glens Falls, New York 12801, to provide x-ray services for the Tuberculosis Program within the Warren County Health Services Department, for an amount of Forty Dollars (\$40) per x-ray performed, for a term commencing January 1, 2004 and terminating December 31, 2004, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in the form approved by the County Attorney.

RESOLUTION NO. 767 OF 2002

Resolution introduced by Supervisors O'Neill, Haskell, Quintal, Montesi and Sheehan

**AUTHORIZING AGREEMENTS CONTINUING CONTRACTUAL RELATIONSHIPS
WITH VARIOUS CONTRACTORS AND/OR AGENCIES FOR THE HEALTH
SERVICES DEPARTMENT - PUBLIC HEALTH DIVISION AND HOME CARE
DIVISION**

RESOLVED, that Warren County continue contractual relationships for the year 2003 with the various contractors and/or agencies, at the rates submitted to the Health Services Committee with the resolution request forms, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute agreements with the following contractors and/or agencies in the form approved by the County Attorney:

Adirondack Radiology Associates, P.C. - Reading of x-rays for TB Program - Public Health Division

Upper Hudson Primary Care Consortium, Inc. - Medical Direction Services for Preventive Services Program - Public Health Division

Upper Hudson Primary Care Consortium, Inc. - Medical Direction Services for Handicapped Children and Children with Special Needs Program - Public Health Division

NYSARC, Inc. - Respite Services for Handicapped Children - Early Intervention Program - Public Health Division

Dr. Robert O'Connor d/b/a Glens Falls Animal Hospital - Rabies Clinics - Public Health Division

Schroon River Animal Hospital Professional Corporation - Rabies Clinics - Public Health Division

Richard Leach, MD - Medical Director for TB Clinic - Public Health Division

Hudson Headwaters Health Network - X-ray services for TB Program - Public Health Division

Developmental Pediatrics, PLLC - Supplemental Physical Evaluation Services for Early Intervention Program and/or Preschool Children with Special Needs Program - Public Health Division

Warren-Washington Association for Mental Health, Inc. - Nursing Service Consultation -

Public Health Division

The Rehabilitation Center at Glens Falls Hospital - Evaluations and Therapy Services for Early Intervention and Early Childhood Preschool Education Programs and Physical, Occupational and Speech Therapy Services for LTHHCP and CHHA - Public Health Division and Home Care Division

John Rugge, M.D. - High Tech Consultation Services - Home Care Division

Community Workshop, Inc. - Social Day Care Services - LTHHCP

ENS Health Care Management, LLC d/b/a Interim Health Care of the Capital Region - Paraprofessional Care Services - LTHHCP and CHHA

Glens Falls Hospital - Lifeline Care Services - LTHHCP

North Country Home Services, Inc. - Paraprofessional Care Services - LTHHCP and CHHA

Visiting Nurse Association of Albany Home Care Corporation - Paraprofessional Care Services - LTHHCP and CHHA

Greater Adirondack Home Aides, Inc. - Aide Services - LTHHCP and CHHA

Quality Care - USA d/b/a Gentiva Health Services - Paraprofessional Care Services - LTHHCP and CHHA

85/2004

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

HUDSONHEADWATERSHEALTHNETWORK, an organization existing under the Laws of the State of New York, having its principal offices and place of business located at P.O. Box 357, One Broad Street Plaza, Glens Falls, New York 12801 (the "Agency").

WITNESSETH,

WHEREAS, pursuant to Resolution No. 381 of 1988, the Warren County Health Services Department now supervises and operates a Tuberculosis (T.B.) Clinic within said Department, and

WHEREAS, x-ray services are necessary in the testing procedures at the T.B. Clinic and the Director of the Health Services Department, Public Health Division, recommends entering into an agreement with Hudson Headwaters Health Network for such x-ray services,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN

THE PARTIES AS FOLLOWS:

Reed 726/2004

1. The County hereby retains the Agency as an independent contractor for the Warren County Health Services Department, for a term commencing January 1, 2005 and terminating upon thirty (30) days written notice by either party, at a rate not to exceed Forty Dollars (\$40) per x-ray performed.

2. It is mutually agreed that such x-ray services shall be available to all individuals regardless of race, creed, color, national origin or sex.

3. The County retains administrative responsibility for the services to be rendered and requires the Agency to comply with all the pertinent provisions of Federal, State and Local statutes, rules and regulations pertaining to x-ray services pursuant to the Public Health Law.

4. The relationship of the Agency to the County shall be that of an independent contractor. The Agency, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof and that it will not by reason thereof make claim, demand or application to or for the County, including but not limited to professional liability coverage, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.

5. It is hereby agreed that the Agency will secure compensation insurance to cover itself and employees engaged under this Agreement in compliance with the provisions of the Workers' Compensation Law and keep such employees insured during the life of this Agreement, and in default thereof, this Agreement shall be void and of no effect.

6. The Agency shall indemnify and hold the County harmless from all causes of action

and claims for damages arising out of the performance of the services, duties and responsibilities being performed under the terms of this Agreement.

7. The Agency or the County may terminate this Agreement by giving written notice to the other of such intention at least thirty (30) days prior to the desired date of termination.

8. The Agency agrees that the County may terminate this Agreement in the event that the Agency shall conduct itself in such a manner as to impair substantially its ability to discharge its duties as required under the terms of this Agreement.

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

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

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

12. The Agency shall maintain professional liability insurance covering all acts performed by the Agency pursuant to this Agreement and shall deliver a Certificate of Insurance evidencing such coverage to the Clerk of the Board of Supervisors.

13.. A. The Agency and County are required to follow Standards for Privacy of Individually Identifiable Health Information as follows:

Definitions:

(a) Business Associate: "Business Associate" shall mean Hudson Headwaters Health Network.

(b) Covered Entity: "Covered Entity" shall mean Warren County.

(c) Individual: "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) Protected Health Information: "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law: "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

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

(h) Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Obligations and Activities of Business Associate:

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and act upon the request for access within thirty (30) days and provide a convenient time at the Warren County Municipal Center for the Individual to inspect the Protected Health Information or mailing the Information at the Individual's request, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If the Business Associate needs additional time in which to comply with a request for Protected Health Information, such shall be governed by 45 CFR 524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Warren County, or to the Secretary, within seven (7) days, or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, within seven (7) days, information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Permitted Uses and Disclosures by Business Associate:

(a) Refer to underlying services agreement: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Specific Use and Disclosure Provision:

(a) Except as otherwise limited to this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

Obligations of Covered Entity:

Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions:

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Permissible Requests by Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination:

(a) Term. The Term of this Agreement shall be effective as of April 14, 2003, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible;

or

- (3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph 2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous:

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and/or New York State Law, Rule or Regulation.

(c) Survival. The respective rights and obligations of Business Associate under Section (c) Effect of Termination of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

- B. In the event that legal counsel for either Agency or County advises that this agreement or any practices which could be, or are, employed in exercising rights under this agreement that are inconsistent with or do not satisfy the requirements of applicable Health Information Privacy and Protection Laws, the parties in good faith shall undertake to amend this agreement or, if there

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Purpose of Contract Change: **To increase Certified Home Health Agency therapist rates as attached.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **567 or 2019 and 65 of 2022**
- (c) Name of Contractor: **TBA (Current and New)**
- (d) Address of Contractor: **TBA**
- (e) Contractor's Contact Person and Telephone Number: **TBA**
- (f) Commencement Date of Extension: **1/1/2023**
- (g) Termination Date of Extension: **Automatic annual renewal unless 30 day written termination agreement is rendered by either party or there is more than a 5% annual rate increase.**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Voucher**)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:
 - (ii) **A.4010.470 Health Services Contract Expense;**
 - (iii) **A.4054.444 Preschool Travel/Education/Conference Expense;**
 - (iv) **A.4054.0060.444 Early Intervention Travel/Education/Conference Expense**
 - (v) **Already in 2023 budget, no Budget Amendment needed.**

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

Health Services Therapy Rates
Effective January 1st, 2023

Certified Home Health Agency

Services	Current Rates - Region One	Proposed Rates - Region One	Current Rates - Region Two	Proposed Rates - Region Two
Evaluation Visit	\$70.00	No change	\$80.00	No change
Revisit	\$55.00	\$58.00 (\$3 increase)	\$75.00	\$77.00 (\$2 increase)
Meetings <small>*Applies all contractors for mandatory and approved meetings</small>	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes

Physical Therapists Start of Care (SOC) Rate

Services	Current Rates - Region One	Proposed Rates - Region One	Current Rates - Region Two	Proposed Rates - Region Two
SOC	\$100.00	No change	\$100.00	No change

*Physical Therapists are only therapists that do SOC's which include first visit and evaluation

Early Intervention Services Only

Services	Current Rates - Region One	Proposed Rates - Region One	Current Rates - Region Two	Proposed Rates - Region Two
Evaluation	\$50.00	No change	\$57.00	No change
Revisit	\$50.00	No change	\$57.00	No change
Extended Visit (with IFSP Approval)	\$70.00	No change	\$70.00	No change
Meetings <small>*Applies all contractors for mandatory and approved meetings</small>	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes
Supplemental Evaluations	\$117.00	No change	\$117.00	No change

Preschool CPSE/Approved IEP

Services	Current Rates - Region One	Proposed Rates - Region One	Current Rates - Region Two	Proposed Rates - Region Two
Basic Visit	\$53.00	\$55.00	\$60.00	No change
Group Visit (per child)	\$44.00	No change	\$44.00	No change
Meetings <small>*Applies all contractors for mandatory and approved meetings</small>	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes

Region One: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls.

Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsbury, Lake Luzerne, Stony Creek, and Thurman.

Warren County Board of Supervisors

RESOLUTION NO. 65 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, McDEVITT, HOGAN, BRAYMER, CONOVER, BEATY AND GERACI

AMENDING RESOLUTION NO. 567 OF 2019 - AUTHORIZING AMENDMENT AGREEMENTS TO INCREASE RATES WITH VARIOUS PHYSICAL, SPEECH AND OCCUPATIONAL THERAPISTS FOR REGION ONE AND TWO FOR THE HEALTH SERVICES DEPARTMENT, TO INCLUDE PHYSICAL THERAPIST START OF CARE (SOC) RATE

WHEREAS, Resolution No. 567 of 2019 authorized amendment agreements with various physical, speech and occupational therapists under the Long-Term Home Health Care (“LTHHC”) and Certified Home Health Agency (“CHHA”) Programs within the Warren County Health Services Department to adopt a schedule of payment for services based solely upon Region Two location for services, and

WHEREAS, the Health Services Committee has approved a request to include a start of care rate for physical therapists performed under CHHA in Region One and Two locations, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute amendment agreements with various physical therapists, commencing retroactive to January 1, 2022 and automatically renewing upon the same terms and conditions, or until such time as the agreements are terminated by either party, at rates as set forth below for Region One and Two, with all other terms and rates remaining the same:

Certified Home Health Agency

Services	Rates - Region One	Rates - Region Two
Evaluation Visit	\$70.00	\$80.00
Revisit	\$55.00	\$75.00
Meetings	\$40.00	\$40.00

Physical Therapists Start of Care (SOC) Rate

Services	Rates - Region One	Rates - Region Two
SOC	\$100.00	\$100.00

*Physical Therapists are only therapists that do SOC's which include first visit and evaluation

Early Intervention Services Only

Services	Rates - Region One	Rates - Region Two
Evaluation	\$50.00	\$57.00
Revisit	\$50.00	\$57.00
Extended Visit (with IFSP Approval)	\$70.00	\$70.00
Meetings	\$40.00	\$40.00
Supplemental Evaluations	\$117.00	\$117.00

Preschool CPSE/Approved IEP

Services	Rates - Region One	Rates - Region Two
Basic Visit	\$53.00	\$60.00
Group Visit (per child)	\$44.00	\$44.00
Meetings	\$40.00	\$40.00

Region One: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls, and
 Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsbury, Lake Luzerne, Stony Creek
 and Thurman, and be it further

RESOLVED, that other than the changes outlined herein, all other terms and conditions of
 Resolution. No. 567 of 2019 will remain the same.

Warren County Board of Supervisors

RESOLUTION NO. 567 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, BRAYMER, EGGETT, OEB, DRISCO, HYDE, MAGOWAN AND SOKO

AMENDING RESOLUTION NO. 287 OF 2016 - AUTHORIZING AMENDMENT AGREEMENTS TO INCREASE RATES WITH VARIOUS PHYSICAL, SPEECH AND OCCUPATIONAL THERAPISTS FOR REGION ONE AND TWO FOR THE HEALTH SERVICES DEPARTMENT

WHEREAS, Resolution No. 287 of 2016 authorized amendment agreements with various physical, speech and occupational therapists under the Long-Term Home Health Care (“LTHC”) and Certified Home Health Agency (“CHHA”) Programs within the Warren County Health Services Department to adopt a schedule of payment for services based solely upon Region Two location for services, and

WHEREAS, the Director of Public Health/Patient Services has now recommended that, in addition to the above, the agreements with physical, speech and occupational therapists for services performed under the LTHC and /or CHHA be amended to increase rates for services performed by various therapists in Region One and Two locations, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby amends Resolution No. 287 of 2016 is hereby amended to authorize Warren County to enter into amendment agreements with various physical, speech and occupational therapists, effective January 1, 2020 and automatically renewing upon the same terms and conditions, or until such time as the agreements are terminated by either party, at rates as set forth below for Region One and Two, with all other terms and rates remaining the same:

Certified Home Health Agency

Services	Rates - Region One	Rates - Region Two
Evaluation Visit	\$70.00	\$80.00
Revisit	\$55.00	\$75.00
Meetings	\$40.00	\$40.00

Early Intervention Services Only

Services	Rates - Region One	Rates - Region Two
Evaluation	\$50.00	\$57.00
Revisit	\$50.00	\$57.00
Extended Visit (with IFSP Approval)	\$70.00	\$70.00
Meetings	\$40.00	\$40.00
Supplemental Evaluations	\$117.00	\$117.00

Preschool CPSE/Approved IEP

Services	Rates - Region One	Rates - Region Two
Basic Visit	\$53.00	\$60.00
Group Visit (per child)	\$44.00	\$44.00
Meetings	\$40.00	\$40.00

Region One: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls, and
Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsbury, Lake Luzerne, Stony Creek and
Thurman, and be it further

RESOLVED, the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the
amended agreements in the form approved by the County Attorney, and be it further

RESOLVED, that all other terms and provisions of Resolution No. 287 of 2016 remain in full force
and effect.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize a Month-To-Month agreement with AlayaCare (AKA Crescendo) in the amount of \$8,922 per month (\$8,800/month for Crescendo and \$122/month for Medi-Span) for electronic medical record services which will automatically renew each month, unless 30-day written termination notice is rendered by either party.**
- (c) Name of Contractor: **AlayaCare**
- (d) Address of Contractor: **400 Lakemont Park Blvd, Altoona, PA 16602**
- (e) Contractor's Contact Person and Telephone Number:
**Harold Tuggy Cell 814-934-8494; office 855-858-5214;
email harold.tuggy@alayacare.com**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **4/1/2023**
- (h) Termination Date of Contract: **Automatic monthly renewal unless 30 day written termination notice is rendered by either party.**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Invoice**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.4010.428 Health Services (CHHA) Data Processing**

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

*as listed in budget and LOGOS

Jones, Ginelle

From: Harold Tuggy <harold.tuggy@alayacare.com>
Sent: Wednesday, December 7, 2022 9:55 AM
To: Brynes, Jodi
Cc: Driscoll, Tawn; Dickey, Ryan; Whisenant, Valerie; Jones, Ginelle; McLaughlin, Robin; Colvin, Michael
Subject: RE: Alayacare Ramp Down and EVV
Attachments: Report Archive Flow general.pdf

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

Hi Jodi,

Please address your termination notification to me and cc our Finance Department @ AR@alayacare.com.

Here is the link to the Order form for getting you set up with EVV. It is for 12 months, which is our minimum contract length for EVV. <https://go-dealroom.dealhub.io/dealhub#!/hub?dealGUID=f2tZyBup8ctAQcps>

Regarding your existing Agreement for Crescendo, yes, we can do a month to month. However, note that the monthly fee will increase to \$8,800/mo for Crescendo, and \$122/mo for Medi-Span for a total monthly cost of \$8,922.00/mo. The Month-to-Month Agreement will renew each month and require a 30-day termination notice. I will put together an addendum to your current Agreement for this change.

Regarding data archival, you have two options:

1. Read only access to both Clinical and Financial on a Month-to-Month basis at a cost of \$1,950/mo. This Agreement will renew monthly and requires a 30-day termination notice.
2. We can provide a data extract of all your Clinical data indexed by MRN and Patient Name, where all documentation is in PDF format. I have attached an overview of how one would access the documentation. We would provide this to you on either an FTP site, or a hard disk media – both encrypted. This would be a one-time fee of \$15,000. For your Financial data, most of our customers run the necessary reports in Financial to generate the data they will need for long term access. Because each customer requires different information, we do not consult on which reports to run.

Let me know which option you prefer, and I'll put together an Order Form for you. NOTE: we will not do the data extract until you have stopped using Crescendo to ensure that ALL your data is archived.

Thank you,
Harold

Harold Tuggy

Account Executive | Sales | Altoona
400 Lakemont Park Blvd, Altoona, PA 16602
M: (814) 934-8494 | W: (855) 858-5214
www.alayacare.com

 Better technology. Better outcomes.

alayacare.com

From: Brynes, Jodi <brynesj@warrencountyny.gov>

Sent: Tuesday, December 6, 2022 1:43 PM

To: Harold Tuggy <harold.tuggy@alayacare.com>

Cc: Driscoll, Tawn <driscollt@warrencountyny.gov>; Dickey, Ryan <DickeyR@warrencountyny.gov>; Whisenant, Valerie <whisenantv@warrencountyny.gov>; Jones, Ginelle <jonesg@warrencountyny.gov>; McLaughlin, Robin <mclaughlinr@WarrenCountyNY.gov>; Colvin, Michael <colvinm@warrencountyny.gov>

Subject: Alayacare Ramp Down and EVV

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Harold,

Please forgive any overlapping in questioning but this is basically where we are and questions we have to get us there.

We have decided not to renew our contract with Alayacare. We understand a written notice has to be given by 12/18/2021.

COULD YOU PLEASE GIVE US THE NAME/ADDRESS OF THE PERSON TO ADDRESS THIS TO.

Next we would like to enter into a contract for EVV from 1/1/2022 until we are on our new system.

LOOKING FOR PRICING

LOOKS LIKE MAYBE THE CONTRACT NEEDS TO BE SENT AGAIN – I KNOW THERE WAS SOME CONFUSION

Next, if we are not fully on our new system by that 3/18/2022 date

IS THERE A WAY TO DO A MONTH TO MONTH CONTRACT

Lastly, I think

IS THERE ANYTHING OUR IT DEPARTMENT NEEDS TO WORK WITH YOU TO MOVE AND STORE OUR DATA?

I appreciate your assistance as I know this is a bit of an odd transition/termination.

brynesj@warrencountyny.gov

518-761-6415

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize agreement with AlayaCare (AKA Crescendo) to access clinical and financial data from our electronic medical record for a one-time fee of \$15,000.**
- (c) Name of Contractor: **AlayaCare**
- (d) Address of Contractor: **400 Lakemont Park Blvd, Altoona, PA 16602**
- (e) Contractor's Contact Person and Telephone Number:
**Harold Tuggy Cell 814-934-8494; office 855-858-5214;
email harold.tuggy@alayacare.com**
- (f) Has or will the Contract be provided, if so, please attach: **TBD**
- (g) Commencement Date of Contract: **TBD**
- (h) Termination Date of Contract: **TBD**
- (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. **Invoice**
- (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.40101.428 Health Services (CHHA) Data Processing**

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

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518-761-6415

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **To authorize agreement with Homecare Homebase, LLC for the electronic visit validation (EVV).**
- (c) Name of Contractor: **Homecare Homebase, LLC**
- (d) Address of Contractor: **6688 N. Central Expressway, Suite 800, Dallas, TX 75206**
- (e) Contractor's Contact Person and Telephone Number:
Questions: Shannon Martin: shannonmartin@hchb.com
Signatures: Scott Decker/ Gary Voydanoff Phone 214-239-6700
- (f) Has or will the Contract be provided, if so, please attach: **Attached**
- (g) Commencement Date of Contract: **1/1/2023**
- (h) Termination Date of Contract:
- (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. **Invoice**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: **A.4010.428 Health Services (CHHA) Data Processing**

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

*as listed in budget and LOGOS

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

HEMOCARE HOMEBASE, LLC, having its principal offices and place of business located at 6688 North Central Expressway, Suite 800, Dallas, Texas 75206 (the "Contractor"). The County and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

SECTION I.

DOCUMENTS:

1.1 Each of the following documents are now in existence and shall be deemed part of this Agreement and are incorporated as provisions of this Agreement by reference as if each was fully set forth herein: this Agreement; Notice to Professionals (WC 54-22); Request for Proposals; Proposal; Non-Collusive Certification; Contractor's Corporate Resolution authorizing the bid; Certificate(s) of Insurance; County Board of Supervisors authorizing Resolution. These documents constitute the entire Agreement between the County and the Contractor and are attached to this Agreement. The aforesaid documents are collectively referred to herein as the Documents.

1.2 In the event that conflicts are found to exist among the Documents, Documents bearing the lowest chronological number assigned below shall be determinative, controlling and superseding all the other Documents and provisions contained therein as follows:

- 1) This Agreement which is in writing and signed by both parties;
- 2) Notice to Professionals;
- 3) Request for Proposals;
- 4) Proposal;
- 5) County Board of Supervisors authorizing Resolution;
- 6) Non-Collusive Certification;
- 7) Contractor's Corporate Resolution;
- 8) Certificate(s) of Insurance.

SECTION II.

CONTRACTOR SCOPE OF SERVICES:

2.1 The scope of services and/or responsibilities and obligations of the Contractor shall be as set forth in the bid documents and Proposal except as specifically modified by this Agreement.

2.2 In addition to the above obligations and/or modifications, the following terms are agreed to and are intended to supplement the provisions of the bid documents (or if in conflict supersede the same):

- 1) The Contractor covenants with the County to furnish its best efforts and to cooperate with County Officials and/or designated employees in furthering the interests of the County. It agrees to furnish efficient business administration and superintendence and to use its best efforts to perform and/or render services in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the County. The Contractor agrees to perform or render all services in accordance with practices generally acceptable as good and professional practices required of a provider furnishing services of the nature to be provided under this Agreement.
- 2) The Contractor represents that it is fully familiar with the site where the services of this Agreement are to be performed, the nature of the work, the bid documents and all other Documents. Contractor covenants and represents that Contractor has read all documents and that Contractor has no issues or concerns regarding ambiguity or lack of completeness of the same.
- 3) The Contractor agrees to undertake and perform the Agreement in full compliance with all terms, provisions and requirements of the Documents.
- 4) The Contractor represents that it possesses and that personnel employed by Contractor to provide the services required by this Agreement possess all necessary professional skills, certifications and/or licenses to perform the services required hereunder.

SECTION III.

AGREEMENT SUM/ PAYMENTS:

3.1 Payment of amounts owed by the County by virtue of this Agreement shall be as set forth in the Proposal for all professional services to be performed and all out-of-pocket expenses incurred by reason of this Agreement. There shall be no other amounts due and payable by the County regardless of costs or expenses of the Contractor except for additional services requested by the County in writing and passed by Board of Supervisors Resolution, which are beyond the Scope of Services and those services customarily performed as a part thereof.

3.2 In order to receive payment under this Agreement and regardless of whether required by the bid documents and notwithstanding anything to the contrary therein, the Contractor shall

furnish:

- a) an invoice or other statement identifying the services rendered, and amount claimed due and owing for the same consistent with the terms of paragraph 3.1 hereof; and
- b) such other documents as are required by the standard billing procedures of Warren County;

3.3 Payments will be made by the County within thirty (30) days of receipt of all documentation required by this Section III.

3.4 Payments made pursuant to this Agreement shall not be deemed an approval of the services rendered and performed by Contractor or a waiver of any rights and/or remedies available to the County in law or at equity for reason of default or breach of any term or provision of this Agreement or other documents by Contractor.

SECTION IV.

SCHEDULE AND TERM OF AGREEMENT:

4.1 This Agreement shall commence on December 1, 2022 and terminate upon ninety (90) days written notice by either party. The County shall not shorten the times provided but may lengthen, delay or otherwise reasonably adjust the same to meet County needs and no additional costs shall be due and owing the Contractor by reason of such lengthening, delay or adjustment.

4.2 Performance of services shall commence at such time as the County shall request upon notice to the Contractor.

4.3 Warren County at any time upon ninety (90) days written notice, may terminate this Agreement for convenience and shall pay Contractor on a prorated basis, for the services actually performed through the date of termination. Once said amount has been paid, the County shall have no further obligations to the Contractor. The opportunity to terminate this Agreement early, shall exist regardless of whether the Contractor is in default and if the Contractor should be in default whether known at the time or later learned by the County, the County shall have all rights and remedies available to it, by reason of the terms and provisions of this Agreement, in law or in equity.

4.4 In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for 30 days after service subject to any other right or remedy it might have, the County may immediately terminate this Agreement and the County shall have the right, power, and authority to complete the services provided for in this Agreement, or contract for their completion, and additional expense or cost of such completion shall be charged to and paid by the Contractor. Notice hereunder shall be effective on the date of mailing.

SECTION V.

INSURANCE REQUIREMENTS:

- A. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Warren County, its Board, officers and employees as additional insureds on a primary, non-contributory basis on the Contractor's insurance policy, with the exception of Workers' Compensation.
- B. All policies of insurance naming Warren County, its Board, officers and employees as additional insureds on a primary, non-contributory basis shall:
- i. Be an insurance policy from an AM. Best Rated A-Minus New York State licensed insurer;
 - ii. Contain a thirty (30) day notice of cancellation; and
 - iii. State that the organizations coverage shall be primary coverage for the municipality, its Board, officers and employees.
 - iv. The Contractor agrees to indemnify the municipality for any applicable deductibles.
 - v. Required limits of insurance:
 - i. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - ii. Automobile Liability - \$1,000,000;
 - iii. Professional Liability - \$1,000,000;
 - iv. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:

(a) WC/DB-100 - Affidavit for New York Entities and any Out-of-State Entities with No Employees, That New York State Worker's Compensation and/or Disability Benefits Insurance Coverage is Not Required; **OR**

WC/DB-101 Affidavit That an Out-of-State or Foreign Employer Working in New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by NYS Workers'

Compensation Board); **OR**

(b) C-105.2 - Certificate of Workers' Compensation Insurance (the business insurance carrier will send this form to Warren County upon the business' request). [Please note: The State Insurance Fund provides its own version of this form, the U-26.3]; **OR**

(c) SI-12 - Certificate of Workers' Compensation Self-Insurance or GSI-105.2 - Certificate of Group Workers' Compensation Self-Insurance.

ACORD forms are not acceptable proof of workers' compensation coverage, **AND**

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website (www.web.state.ny.us) under the heading of "Forms. " Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County);*
OR

(b) DB-120.1 - Certificate of Disability Benefits Insurance (*the business; insurance carrier will send to the County upon request);*
OR

(c) DB-155 - Certificate of Disability Benefits Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain).*

- C. Contractor acknowledges that failure to obtain such insurance on behalf of Warren County, its Board, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The Contractor is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by

Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the contractor shall, within ten (10) days furnish copies of said policies.

SECTION VI.

CONFIDENTIALITY:

The Contractor agrees to keep confidential and not to disclose to any person or entity, other than the Contractor's employees, subcontractors and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the Contractor or furnished to the Contractor and marked CONFIDENTIAL by the County. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Contractor from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Contractor to defend itself from any legal action or claim.

SECTION VII.

NON-DISCRIMINATION REQUIREMENTS:

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in the accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

SECTION VIII.

INDEMNIFICATION CLAUSE:

The Contractor shall be responsible for all damages, whether for bodily injury, life or property to the extent caused by the acts, errors or omissions of the Contractor, its officers, directors, agents, servants or employees or anyone for whom the Contractor is legally bound, in connection with its service under this Agreement.

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

Contractor shall upon the County's demand, promptly and diligently defend at Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and Contractor shall pay and satisfy any judgment decree loss or settlement in connection therewith.

Contractor shall, and shall cause Contractor's officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

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

SECTION IX.

DISCRIMINATION AND HARASSMENT:

Any type of discrimination and harassment is against Warren County policy and is unlawful. The Contractor acknowledges and agrees that they have read the entirety of the Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Contractor shall follow the Policy in its entirety. If a complaint does arise, the Contractor is to notify Warren County promptly. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from the Contractor and/or agent's breach of this Policy.

SECTION X.

MISCELLANEOUS PROVISIONS:

10.1 This Agreement may only be amended, modified or supplemented by an instrument in writing, and executed by authorized representatives of the County and the Contractor.

10.2 The Contractor shall abide by all Labor Department wage requirements, shall comply with any required equal opportunity requirements of grants or state or federal law and with Article 15 of the Executive Law of the State of New York (also known as the Human Rights Law) and all other federal and state statutory and constitutional non-discrimination provisions.

10.3 There shall be no assignment or subcontracting of the services to be provided under this Agreement without the written consent of the County. Any assignment agreed to by the County will not void or waive the application of this provision to any assigned.

10.4 The Contractor is an independent Contractor performing services pursuant to the documents and shall not be an agent of Warren County. Nothing herein shall be deemed to create an employment, agency, joint venture or partnership between the Parties. Contractor shall have no express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of or on behalf of the County, or to bind the County in any respect whatsoever.

10.5 Any dispute under this Agreement, or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State Court located within the County of Warren.

10.6 In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined

practical shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

10.7 The Contractor agrees to retain all records related to this contract for a period of six (6) years and agrees to allow the County, through the appropriate County officials, and those legally allowed, to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the Contractor's place of business or, at the request of the County, at the Warren County Municipal Center with the understanding that copies of such records may be made by the designated County officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County.

10.8 This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such Agreement purpose.

10.9 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

10.10 The County shall have all of its equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, or any other agreement or contract with the County including any agreement or contract for a term commencing prior to the term of this Agreement, plus any monies due and owing to the County for any other reason including tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SECTION XI.

NOTICES:

In the event that it is necessary for either party to transmit to either party written notice or communications that are anticipated in accordance with the terms and provisions of this Agreement, the same shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

Warren County Health Services
ATTN: Ginelle Jones
1340 State Route 9
Lake George, New York 12845

Gary Voydanoff
Homecare Homebase, LLC
6688 North Central Expressway, Suite 800
Dallas, Texas 75206

Warren County Attorney's Office
1340 State Route 9
Lake George, New York 12845

Delivery by mail shall be considered accomplished or complete when the notice or communication is appropriately enclosed in an envelope or similar wrapping with postage attached and deposited in a receptacle maintained or owned by the United States Postal Service for the deposit or acceptance of mail.

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

Approved as to Form:

COUNTY OF WARREN

Assistant Warren County Attorney

By: _____
KEVIN GERAGHTY, CHAIRMAN
Board of Supervisors

Date: _____

Date _____

HEMECARE HOMEBASE, LLC

By: _____

Title _____

Date

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT ("Associate Agreement") is made by and between **Warren County** (the "Covered Entity"), and **HEMOCARE HOMEBASE, LLC** (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 "Agreement"), 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 **HEMOCARE HOMEBASE, LLC**.

(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 Associate 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 Associate 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 Associate 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 Associate 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 Associate 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 Associate 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.

G) 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 Associate 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 Associate 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 Associate 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 Associate 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 Associate Agreement and subsequent to its termination, from and against all claims, damage, losses, liabilities, fines, penalties, costs or expenses including, but not limited to, expenses associated with State and/or Federal Breach notification requirements and reasonable attorneys' fees (collectively, "Losses") suffered by an Indemnified Party that arises from, or is connected with, any act or omission by the Business Associate or the Business Associate's employees, agents, Subcontractors or representatives that constitutes or that is otherwise asserted by any regulatory Contractor or third party to be (i) a breach of any term or condition of this Associate 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 Associate 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 Associate 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 Associate Agreement may be terminated in the event the Agreement in which the Business Associate provides services to the Covered Entity is terminated under the terms of the Agreement.

(b) Upon termination or expiration of this Associate 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 Associate 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 Associate 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 Associate Agreement.

9. **Miscellaneous**

The following provisions shall apply to this Associate Agreement:

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

(b) The paragraph headings contained in this Associate 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 Associate Agreement.

(c) Several copies of this Associate 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 Associate 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 Associate 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 Associate Agreement fails in the due performance of any of its obligations under the terms of this Associate 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 Associate 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 Lawrence Elmen, 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 Associate 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 Associate Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Associate 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 Associate Agreement may only be changed, terminated or modified or waived, by written instrument and signed by all of the parties to this Associate Agreement. Any provisions of this Associate Agreement which by their terms are intended to survive the termination or expiration of this Associate Agreement shall so survive.

13. Applicable Law: Jurisdiction: Venue

This Associate 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 Associate Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

14. Binding Effect

This Associate 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: **HEMOCARE HOMEBASE, LLC**

By: _____

By: _____

Print Name: _____

Print Name: KEVIN B. GERAGHTY

Title: _____

Title: CHAIRMAN, Board of Supervisors

HOMECARE HOMEBASE, LLC CLIENT SERVICE AGREEMENT

This Client Service Agreement (the "Agreement") is made and entered into this 9th day of December, 2022 (the "Effective Date"), by and between Homecare Homebase, LLC, a Delaware limited liability company ("HCHB"), and Warren County Health Services Certified Home Health ("Client"), New York.

PREAMBLES

WHEREAS, HCHB has developed an inclusive homecare management software product that includes multiple modules for collecting, storing, retrieving and disseminating homecare and hospice patient health and health-related information by and on behalf of home health care and hospice agencies, physicians, patients and patient family; and

WHEREAS, Client desires to utilize the Licensed Software (as defined below), for which Client shall receive consultation and technical support, including the HCHB Manual, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, HCHB and Client agree as follows:

Article 1. DEFINITIONS

1.1 Certain Definitions. As used in this Agreement, each of the following terms has the meaning given to it below:

"Authorized Users" means the Client's active office staff and in-home service providers, as well as treating physicians, referral sources and patient and patient family members.

"Base Fee" means the one-time, non-refundable base license fee payable by Client to HCHB in accordance with the listed price set forth on Schedule "A" hereto.

"Billable Visit" means the first occurrence when a Licensed User personally enters a patient's residence in order to provide in-home care.

"Change of Law" means: (i) the enactment or promulgation of any new law, rule, regulation or guideline by the federal or any state or local government after the date hereof even if the date of effectiveness is prospective; (ii) the adoption or promulgation of any published interpretation after the date hereof by the federal or any state or local government, a governmental agency or its contractors, agents, or assignees (acting in any capacity to administer or protect a Federal health care program) or a third party payor of an existing law, rule, regulation or guideline, even if the date of effectiveness is prospective; or (iii) any judicial or administrative order or decree, or institution of a governmental or

regulatory investigation or enforcement action involving either party, occurring after the date hereof and relating to the matters set forth in either of the foregoing clauses (i) and (ii).

"Client Data" has the meaning set forth in Section 5.2 below.

"Consulting Fees" means the project management, consulting, training and implementation both on site and remote fees set forth on Schedule "A" hereto.

"Contract Year" means each twelve-month period beginning on the Effective Date and reoccurring on each anniversary of the Effective Date.

"Designated Contacts" means those persons designated by Client in accordance with Section 4.3 below.

"Effective Date" has the meaning given that term in the introductory paragraph of this Agreement.

"HCHB Confidential Information" has the meaning set forth in Section 5.1 below.

"HCHB Manual" means the HCHB System User Manual accessible via the HCHB website that details the features and functionalities of the Licensed Software.

"Initial Consulting" means the initial consultation on the implementation and use of the Licensed Software provided by HCHB to Licensed Users pursuant to Section 4.2 of this Agreement.

"Improvements" means bug fixes, modifications, improvements and updates to the Licensed Software that are generally made available at no additional cost to HCHB's licensees under a current license agreement with HCHB during the Term.

"Licensed Software" means the HCHB software products identified on Schedule "A" hereto.

"Licensed Users" means the Client's active office staff and in-home service providers designated by Client from time to time during the Term of this Agreement and authorized for use of the Licensed Software by HCHB.

"Maintenance and Hosting Fee" means the annual fee payable by Client in accordance with the terms of Section 7.4 below.

"Maintenance and Hosting Rate" means the then-current maintenance and hosting rate set forth on Schedule "A" hereto.

"Term" has the meaning set forth in Section 3.1 below.

"User Fee" means the one-time fee payable by Client for each Licensed User designated by Client to HCHB during the Term in accordance with the listed price set forth on Schedule "A" attached hereto.

"Year One" shall mean the twelve month period beginning with the Effective Date.

1.2 Other Defined Terms. Other terms defined herein shall have the meanings so given them.

Article 2. LICENSE

2.1 License. Subject to the terms of this Agreement, HCHB hereby grants to Client a non-exclusive, non-transferable, perpetual license to use the Licensed Software solely in connection with the operation of Client's homecare and hospice service business. Client agrees that its use of the Licensed Software shall be limited to the Authorized Users and shall be subject to all of the limitations and restrictions set forth herein, including all limitations and restrictions imposed on HCHB by its third party vendors, which in no case shall be more restrictive than the limitations outlined in this Agreement, and applicable law. Further, Client agrees that it may not sell, sublicense, lease or otherwise transfer all or any portion of its rights under this Agreement to any third party, including the performance by Client of data processing or time sharing services utilizing the Licensed Software for or on behalf of a third party, absent the prior written consent of HCHB. Client shall be responsible for the Authorized Users' compliance with the terms of this Agreement (including the confidentiality provisions of Article 5 below and the compliance with law provisions of Article 9 below).

Article 3. TERM

3.1 Term. This Agreement will become effective on the Effective Date and shall continue thereafter until terminated in accordance with Article 10 below.

Article 4. CONSULTING AND IMPLEMENTATION

4.1 Pre-Implementation Planning. Promptly following the execution of this Agreement, representatives of the parties shall conduct a pre-implementation planning meeting, whereby the parties shall designate their respective responsibilities for implementing the Licensed Software, including the designation of required computer hardware and related Licensed Software hosting accessories (which shall in any event satisfy the "Minimum Requirements" set forth on Schedule "C"), and the schedule for conducting the initial consultation with Client and all initial Licensed Users designated by Client.

4.2 Initial Consulting. HCHB agrees to provide Client and all designated Licensed Users with initial consultation on the implementation and use of the Licensed Software (the "Initial Consulting"). Such Initial Consulting shall be conducted by HCHB personnel at HCHB's facility (currently in Dallas, Texas), or at Client's facility, at Client's election; provided that if Client desires the Initial Consulting to take place at its facility Client shall be solely responsible for all travel and related expenses incurred by HCHB's consultants. Client acknowledges that it will be solely responsible for the training of any

person designated by Client as an Authorized User who does not otherwise participate in the Initial Consulting. Additionally, HCHB shall provide Client with an electronic version of the HCHB Manual. The ownership, use and dissemination of the HCHB Manual, as supplemented and modified by HCHB from time to time, are subject to the terms of Article 5 below.

4.3 Designated Contacts. Prior to the Initial Consulting, Client shall designate not more than two (2) persons (the "Designated Contacts") within its organization to complete the Initial Consulting in each component of the Licensed Software, and to become experienced in the use of Client's hardware and the mobile computing devices for purposes of accessing the Licensed Software. Client shall advise HCHB in writing prior to the Initial Consulting of the selection of the Designated Contacts, and shall provide HCHB with timely written notice of any change of the Designated Contacts. The Designated Contacts shall be responsible for assisting other Authorized Users with technical aspects of the Licensed Software, and for responding in the first instance and attempting to resolve questions and problems related to the operation and use of the Licensed Software by Authorized Users. Absent emergency circumstances, only Designated Contacts may request telephone support and error corrections from HCHB and Client acknowledges that HCHB will direct all of its communications concerning same to Client's Designated Contacts.

4.4 Client Hardware Requirements. Client acknowledges that the use of the Licensed Software requires that Client maintain, at its sole expense, personal computers, mobile computing devices and internet access meeting, at the minimum, the specifications set forth from time to time in the HCHB Manual. Client will be solely responsible for training its Authorized Users in the use of its computer hardware and mobile computing equipment used to access the Licensed Software.

Article 5. OWNERSHIP OF INTELLECTUAL PROPERTY

5.1 Intellectual Property; Confidentiality. Client acknowledges that the Licensed Software is proprietary to HCHB and that Client has no rights of ownership in the Licensed Software, except the right to use the Licensed Software in accordance with this Agreement. Client further acknowledges that all intellectual property rights in the Licensed Software (including all Improvements, upgrades and enhancements to the Licensed Software) shall be and remain vested in HCHB (or those third parties with whom HCHB maintains license agreements providing for integrating software utilized in the Licensed Software). All HCHB Manuals, clinical information such as clinical pathways and physical assessment tools, technical information and documentation, data, drawings, specifications, software listings, source or object code that HCHB may have imparted or disclosed and/or may from time to time impart or disclose to Client forming all or part of, or relating to, the Licensed Software ("HCHB Confidential Information") are proprietary to HCHB and constitute confidential information of HCHB. Client agrees that it shall use such HCHB Confidential Information solely in accordance with the provisions of this Agreement and that it shall not at any time during or after the expiration or termination of this Agreement impart or disclose any such HCHB Confidential Information, whether directly or indirectly, to any third party without HCHB's prior written consent in each instance. Client shall take all necessary and reasonable steps to keep the Licensed Software under adequate security to insure that no unauthorized copies or uses are made thereof, and to protect the confidentiality of the Licensed Software. Client shall notify HCHB immediately of any unauthorized use or

possession of the Licensed Software (or copies thereof) by third parties. Except as otherwise provided herein, Client agrees not to continue use of any of the proprietary clinical information such as clinical pathways or physical assessment tools after the expiration or termination of this Agreement. Client moreover agrees not to (i) reverse engineer, disassemble, de-compile, translate, modify or otherwise attempt to access the source code of the Licensed Software or any part thereof without prior written permission from HCHB, (ii) except as expressly permitted by the terms of this Agreement, modify or create derivative works based upon the Licensed Software, in whole or in part or (iii) except as expressly permitted by the terms of this Agreement, copy all or any part of the Licensed Software. HCHB and its licensors reserve all rights in the Licensed Software and its content not expressly granted to Client under this Agreement. Client shall not challenge HCHB's ownership or rights in the Licensed Software and shall not assist or cooperate with any third party in bringing such a challenge. Subject to Section 5.2, HCHB reserves the right to monitor, collect and retain usage information regarding the Licensed Software, which information shall remain solely the property of HCHB.

5.2 Client Data. Client shall be solely responsible and HCHB shall not be responsible for the content, accuracy, truthfulness, completeness and quality of all patient health information and any other data, including without limitation data concerning Client's patients, services provided, and/or business operations, entered into the Licensed Software (collectively, "Client Data"). Client is and shall remain the sole owner of all Client Data and HCHB assumes no liability whatsoever based on any violations, causes of action, judgments, allegations, and related costs arising from Client's use of the Licensed Software and the content (or lack of content) of the Client Data. Client acknowledges that (i) HCHB may access and/or use such Client Data solely in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and (ii) HCHB shall have the right to make all legal use of de-identified Client Data created by HCHB. All de-identified information created by HCHB in compliance with the Agreement will belong exclusively to HCHB provided that Client will not hereby be prevented from itself creating and using its own de-identified information. Pursuant to § 164.514(a) of the HIPAA Privacy Rule, Client Data is considered de-identified with respect to a patient or other individual when that Client Data does not identify an individual and with respect to which there is no reasonable basis to believe that the Client Data can be used to identify an individual.

5.3 Exclusions to Confidential Information. The confidentiality provisions of this Article 5 shall not apply to any information that: (i) was known to the public or to the receiving party without obligation of confidentiality prior to disclosure; (ii) becomes known to the public through no breach of this Agreement by the receiving party; (iii) is independently developed by the receiving party without having had access to the information disclosed hereunder; (iv) is rightfully and lawfully obtained by the receiving party from a third party rightfully and lawfully possessing the same without restriction; (v) is required to be disclosed in compliance with law, a judicial order or a governmental regulation (in which case the receiving party shall notify the disclosing party in advance of any such disclosure, if feasible); or (vi) is disclosed by the receiving party with the written approval of the disclosing party.

Article 6. OBLIGATIONS; REPRESENTATIONS AND WARRANTIES

6.1 Obligations of HCHB. HCHB agrees to perform the following obligations:

- (a) HCHB shall maintain the Client Data on the Licensed Software, for receipt and transmission of basic data concerning Client's patients on a 24-hour, 7-day per week basis, except during those periods where HCHB performs scheduled maintenance, such as updating the Licensed Software and servicing or upgrading web-hosting equipment.
- (b) HCHB shall provide such computer facilities and high speed Internet connectivity at the hosting site, as are required for the operation of the Licensed Software.
- (c) HCHB shall perform daily back-ups of all Client Data on the Licensed Software and shall restore the data on the Licensed Software to the level of the most recent usable back-up, if and when necessary.
- (d) Subject to Section 4.3, HCHB shall provide service personnel to provide telephone support for Client in the use of the Licensed Software on a 24 hour, 7-day per week basis. Such telephone support is not a substitute for training, and may only be requested by Client's Designated Contacts, as described in Section 4.3.
- (e) HCHB may, at its discretion, develop Improvements to the Licensed Software. HCHB shall retain all ownership to all such Improvements. As applicable, the Improvements will be made automatically available to Client and its Authorized Users; provided, that, in those cases where the Improvements result in significant changes to the graphical user interface or add significant features or functionalities to the Licensed Software, HCHB will send a written notice advising Client of the Improvements, the date of proposed release, and any actions required by Client or its Authorized Users in order to access and implement such Improvements.
- (f) HCHB will undertake to diagnose and correct any reported and reproducible failure of the Licensed Software, to perform substantially in accordance with the HCHB Manual.

6.2 Representations and Warranties of HCHB. HCHB makes the following representations and warranties to Client:

- (a) HCHB has the legal right to enter into this Agreement, to perform its obligations hereunder, and to license the Licensed Software to Client in the manner provided for herein.
- (b) The Licensed Software does not infringe, or conflict with, the rights held by any third party under any patent, trademark, copyright, trade secret or other proprietary right.

THE WARRANTIES OF HCHB SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HCHB DISCLAIMS ALL OTHER WARRANTIES, INCLUDING

WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS ARTICLE 6 ARE SUBJECT TO THE LIMITATIONS SET FORTH IN ARTICLE 11 BELOW. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED SOFTWARE IS PROVIDED "AS IS".

6.3 Representations and Warranties of Client: Client makes the following representations and warranties to HCHB:

- (a) Client has the legal right to enter into this agreement and to perform its obligations hereunder.
- (b) Client shall ensure that any and all data entered into the Licensed Software by Client, Authorized Users, or Licensed Users regarding patient information and/or services provided by Client are complete and accurately reflect the services furnished to the patient.
- (c) Client is authorized to submit claims to applicable federal, state, and private payors for services documented using the Licensed Software.

6.4 Disclaimers. HCHB does not guarantee that the Licensed Software will meet all of Client's customer and/or patient requirements. HCHB shall not be responsible for Client's failure to validate or comply with Client's customer and/or patient requirements and billing processes during the implementation or purchase assessment process. HCHB cannot and does not guarantee that Client's use of the Licensed Software will result in payment for services furnished by Client by any Federal or state health care program or commercial insurance program. HCHB does not warrant the fitness of the Licensed Software for the support of Client's documentation or basis of medical care. The Licensed Software may not be error free and may not operate without interruption. Redundant system components and connectivity shall be provided to minimize unscheduled down-time; however, HCHB cannot and does not control the flow of data to or from the Licensed Software and other portions of the Internet. Such data flow may depend on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt Client's connections to the Internet (or portions thereof). Although HCHB will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, HCHB cannot and does not guarantee that such events will not occur. Accordingly, HCHB disclaims any and all liability resulting from or related to such events.

Article 7. FEES

7.1 Consulting Fees. Client agrees to pay to HCHB the Consulting Fees set forth on Schedule "A" hereto for the consulting and implementation services described in Article 4.

7.2 Base Fee. Client agrees to pay to HCHB the Base Fee in the amount specified on Schedule "A" attached hereto, which Base Fee shall be payable in accordance with the terms set forth in Section 7.5 below.

7.3 User Fee. Client agrees to pay to HCHB a User Fee in the amount specified on Schedule "A" for each Licensed User designated by Client during the Term hereof. The initial Licensed Users of Client and the initial User Fee are designated on Schedule "A" hereto and shall be payable in accordance with the terms set forth in Section 7.5 below. User Fees for each additional Licensed User are due upon the authorization of such user by HCHB. Additional Licensed Users, if any, will be determined monthly via the license count on the License Summary Report included in the Licensed Software. Contemporaneously therewith, Client shall pay to HCHB an advance Maintenance and Hosting Fee (described below) for each such additional Licensed User, in an amount equal to the User Fee for such Licensed User, multiplied by the Maintenance Rate set forth on Schedule "A" hereto, prorated based on the number of calendar months in the Contract Year for which such Licensed User is authorized to use the Licensed Software. Client may, upon sixty (60) days prior written notice to HCHB, suspend the license of any previously Licensed User and such suspension will become effective at the end of the then current calendar quarter. Upon the effective date of the suspension of a Licensed User, all access to the Licensed Software and all usernames and passwords registered to the suspended Licensed User (a "Suspended License") will be deactivated. Client may reactivate a Suspended License and restore access to the Licensed Software at any time by providing written notification to HCHB, and by making payment to HCHB in an amount equal to the Maintenance and Hosting Fees (described below) for such Suspended License for the period commencing with the effective date of suspension of the license through the date of its reactivation.

7.4 Maintenance and Hosting Fee. In consideration for continuing access to the Licensed Software and the services rendered by HCHB pursuant to Article 6 above, Client agrees to pay to HCHB an annual maintenance and hosting fee (the "Maintenance and Hosting Fee") equal to (a) the sum of Client's Base Fee plus the aggregate amount of User Fees as of the commencement of the corresponding Contract Year plus aggregate fee amount of applicable additional modules, services or interfaces, multiplied by (b) HCHB's then-current maintenance and hosting rate (the "Maintenance and Hosting Rate"), set forth on Schedule "A" hereto. Annual hosting and maintenance services consist of:

- All server hardware & software needed to support the applications and related databases via the internet.
- All necessary backup systems to ensure that data and applications are backed up daily.
- Routine customer support services including on-line and telephone support.

The Maintenance and Hosting Fee for each Contract Year after Year One shall be calculated as of the last day of the month preceding such Contract Year and based on the total number of Licensed Users as of such date. The Maintenance and Hosting Fee for Year One shall be paid in the manner set forth in Section 7.5 below. During subsequent years during the Term of this Agreement, HCHB shall prepare and deliver to Client within five (5) days following the expiration of each Contract Year, an invoice for the Maintenance

and Hosting Fee due for the ensuing Contract Year, which payment shall be paid in the manner set forth in Section 7.6 below.

7.5 Year One Payments. The aggregate sum of the Base Fee, the initial User Fees and Maintenance and Hosting Fee of Client for Year One (the "Year One Fees") shall be payable in accordance with the following schedule:

- (a) One-hundred percent of the Base Fee, initial User Fees and Consulting Fees shall be due on the Effective Date.
- (b) The Maintenance and Hosting Fee shall be payable paid quarterly commencing on the month of the Implementation Kick Off Meeting or 2/15/2023 whichever is earlier, as calculated pursuant to Section 7.4

7.6 Payment Terms. Except as otherwise provided herein, Client agrees to pay all invoices within fifteen (15) days of the corresponding invoice. In the event Client fails to pay when due any of the installments of the Year One Fees, the Consulting Fee or the Maintenance and Hosting Fee, HCHB shall have the right, at its election, to immediately terminate this Agreement following such due date, in which event all prior payments received by HCHB shall be deemed fully earned by HCHB and shall not be refunded. HCHB reserves the right to charge and collect interest at the lesser of (i) 1.5% per month or (ii) the maximum rate allowed under applicable New York law, on the balance of each invoice which remains unpaid following the applicable due date.

7.7 Client Taxes. Client accepts responsibility for the payment of all taxes, assessments, fees, duties and other charges of any nature imposed by any governmental authority that are paid or payable in connection with the transactions contemplated under this Agreement (excluding taxes based on HCHB's net income), including but not limited to sales, use, excise and other taxes and all government-imposed fees and charges, and shall indemnify and hold HCHB harmless from any such taxes and charges. In the event that any sales taxes or other governmental taxes or charges are required under applicable law to be collected, remitted, or paid in connection with the transactions contemplated under this Agreement, Client shall pay (or, at HCHB's election, reimburse HCHB for) all such taxes and charges.

7.8 Cancellation Fees on Implementation Services. Client agrees to pay to HCHB a cancellation fee equal to fifty percent (50%) of the planned charges and all out of pocket expenses incurred by HCHB should Client fail to provide HCHB with at least sixty (60) days prior written notice of cancellation of any consulting session previously scheduled by Client.

7.9 CPI Increases. The Maintenance and Hosting Rate set forth on Schedule "A" hereto may be increased, at the discretion of HCHB, at the commencement of each Contract Year in accordance with the application of the Consumer Price Index as published by the Bureau of Statistics, U.S. Department of Labor, All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average (1982-84 = 100) (the "CPI Index") with the percentage change in the Maintenance and Hosting Rate equal to one hundred and one percent (101%) of the percentage change in the CPI Index as of the date one year

prior. HCHB shall notify Client in writing of any CPI increase not later than fifteen (15) days following the commencement of a Contract Year.

7.10 Self Hosting Option. Client may convert the license set forth in Section 2.1 of the Agreement into a stand-alone non-hosted license by providing HCHB with ninety (90) days prior written notice of its intent to host the Licensed Software on Client's own system. The parties shall thereafter determine the terms and timeframe for HCHB's delivery of all object code related to the Licensed Software and Client Data in its possession to Client, and HCHB's assistance necessary for an orderly transition of the Licensed Software from its HCHB hosted environment to Client's systems. Once the transition is completed, Client shall no longer be obligated to pay to HCHB a fee for hosting the Licensed Software, and instead the parties shall agree upon an equitable adjustment to the Maintenance and Hosting Fee described in Section 7.4. Furthermore, the frequency of maintenance releases for self-hosted clients will be limited to one time per year or additionally as necessary to meet changes in regulatory requirements.

Article 8. INSURANCE

8.1 Insurance. HCHB shall maintain in force, during the Term of this Agreement, a standard fire and extended coverage insurance policy insuring HCHB's web-hosting facility and its contents. HCHB and Client (together with all parties claiming by or under them) mutually release and discharge the other party and such other party's officers, directors, partners, employees and agents, from all claims and liabilities arising from or caused by any casualty or hazard, to the extent covered by valid and collectible insurance on the web-hosting facility; provided, that such release shall not operate in any case where the effect of release is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or of any person for which such party is responsible.

Article 9. COMPLIANCE WITH LAWS

9.1 Mutual Compliance Obligations. Each party hereto shall at all times comply with all applicable state, federal and local laws and regulations applicable to it and its business operations. Neither party shall engage in any activities that constitute or encourage a violation of any applicable law or regulation or that defame or invade the privacy of any third party, including any Client patient.

9.2 Client's Compliance Obligations. Not in limitation of the foregoing Section 9.1, the parties further agree that Client shall be solely responsible for configuring all user definable elements of the Licensed Software to ensure that all user configurations of the Licensed Software, including the clinical documentation elements established for services provided by Client to patients, comply with all applicable laws. HCHB shall not be responsible to Client or to any Authorized User or Licensed User for any overpayments, suspensions, revocations, repayments, assessments, fines, penalties, damages, or charges of any kind that result from any audits, investigations, or reviews conducted by any federal, state, or local governmental agency or third party payor (or their respective independent contractors, agents, or assignees) against Client as a result of any alleged

violations or incorrect application of applicable laws, regulations, or guidance governing Client's operations and provision of services to patients.

9.3 Change of Law. Notwithstanding anything contained herein, if either party receives an opinion from its counsel that it is more likely than not that this Agreement is not in compliance with applicable laws, rules or regulations as a result of a Change of Law, then the parties shall, during the ten (10) day period following one party's provision to the other party of a written certification to such party that it has received a copy of such opinion of counsel, negotiate reasonably acceptable revisions to this Agreement which will change such counsel's opinion as to such non-compliance, and to the extent legally permissible preserve the original intentions and economic and other terms agreed to by the parties hereunder.

Article 10. TERMINATION

10.1 Without Cause.

- (a) Client may terminate this Agreement without cause at any time following Year One by providing at least thirty (30) days prior written notice to HCHB. In such case, the Agreement shall terminate on the later to occur of (a) the termination date specified in such written notice, or (b) thirty (30) days following HCHB's receipt of such written notice; provided, however, that termination of the Agreement shall not prejudice HCHB's right to receive payment for all outstanding fees and services rendered through the effective date of termination.

10.2 Termination for Breach.

- (a) Each party hereto may terminate this Agreement in the event of a material breach of this Agreement by the other party. In such event, the party exercising its right to terminate shall provide written notice of such breach to the breaching party and, except as described in Section 10.2(b) below, the breaching party shall have a period of fifteen (15) days following its receipt of such written notice to cure such breach. If such breach is not cured within such 15-day period, the party exercising its right to terminate may then send written notice to the breaching party terminating this Agreement, and this Agreement shall terminate on the later to occur of (a) the date of such written notice or (b) such later date as is specified in such written notice.
- (b) Client's failure to timely pay an outstanding invoice in accordance with its terms shall constitute a material breach of this Agreement. Client must cure such breach on or before the expiration of five (5) days following written notice thereof by HCHB; otherwise HCHB may immediately terminate this Agreement. In addition to HCHB's right to terminate this Agreement and all other remedies available to HCHB under this Agreement or at law, HCHB may, as a result of such failure to pay, on 24-hours prior notice to Client suspend, or otherwise

restrict, the access of Client and its Authorized Users to the HCHB website and the Licensed Software until all outstanding invoices are paid. In the event that Client fails to timely pay invoices due to HCHB on three (3) or more occasions within any 12-month period, HCHB shall have the right to immediately terminate this Agreement without providing Client an opportunity to cure such breach.

10.3 Termination Without Notice. Notwithstanding the terms of Section 10.1, this Agreement will terminate and all obligations of the parties hereunder shall immediately cease in the event of the occurrence of any of the following: (a) Client shall assign or attempt to assign its rights under this Agreement in violation of Section 12.14; (b) Client requests or suffers the appointment of a trustee or other receiver, or its assets are attached or judgment is executed upon its business or assets; (c) either party hereto becomes insolvent or makes an assignment for the benefit of its creditors; or (d) either party hereto files a voluntary proceeding in bankruptcy or fails to obtain a dismissal of any involuntary proceeding against it in bankruptcy within sixty (60) days after it is filed.

10.4 Transfer of Licensed Software Upon Termination. Upon the expiration or termination of this Agreement, HCHB shall convey and assign to Client, without further payment by Client, the then current version of the Licensed Software which has been paid in full by Client. Such assignment shall not include the source code or any source code materials and HCHB shall have no further obligations to provide any maintenance, support, or upgrades to the Client with respect to its use of the Licensed Software following termination of this Agreement, and any and all expressed or implied warranties with respect to the Licensed Software provided by HCHB pursuant to this Agreement with respect to the Licensed Software shall also terminate and be of no further force or effect.

10.5 Effect of Termination. Upon the effective date of termination of this Agreement, regardless of reason for termination:

- (a) HCHB will immediately cease providing to Client access to the Licensed Software, and all usernames and passwords for Client and its Authorized Users shall be deactivated with the following exception; HCHB will allow access by two (2) of Client's users to Client's data on HCHB's System for up to thirty (30) calendar days from the date HCHB has provided Client with a copy of its data in a machine readable SQL database format.
- (b) Any and all payment obligations of Client under this Agreement provided through the date of termination will immediately become due and payable.
- (c) Within fifteen (15) days after such termination, Client will return to HCHB all HCHB Confidential Information in its possession and will not make or retain any copies of such HCHB Confidential Information, except as required to comply with applicable laws relating to the retention of Client Data. Client acknowledges and understands that upon termination of this Agreement HCHB shall remove Client Data from the Licensed Software. Client shall be entitled to retain copies of

reports which it generated from, or with assistance of, the Licensed Software prior to the effective date of termination.

Article 11. INDEMNIFICATION

11.1 Indemnification.

(a) Subject to the limitations of this Article 11, HCHB will indemnify, defend and hold Client harmless from and against any and all costs, fines, overpayments, civil money penalties, liabilities, losses, expenses, including, but not limited to, reasonable attorneys' fees, (collectively, "Losses") resulting from any claim, suit, judgment, action or proceeding (each, an "Action") brought by any third party against Client alleging:

(i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Licensed Software, but excluding any infringement caused by the use of the Licensed Software by Client or its Authorized Users in conjunction with any other software or hardware; or

(ii) the material breach of any representation or warranty made by HCHB in this Agreement;

(b) Client will indemnify, defend and hold HCHB, its affiliates and other customers or clients, harmless from and against any and all Losses resulting from or arising out of any Action brought against HCHB, its affiliates or clients alleging:

(i) any damage or destruction to the Licensed Software caused by Client, any Authorized User, or their respective agents or employees, or which result, directly or indirectly, from Client's breach of this Agreement;

(ii) the material breach of any representation or warranty made by Client in this Agreement;

(iii) Client's failure to comply with federal, state, and local laws and regulations, Client's failure to comply with Federal or state health care program payor rules, regulations, provisions, or guidance, or Client's failure to comply with private payor contract provisions; or

(iv) use of the Licensed Software, or any information contained therein, caused or contributed to the personal injury or death of an individual except to the extent the allegation or claim is determined by a court of competent jurisdiction to be the result of HCHB's gross negligence, intentional breach or willful misconduct.

(c) Client further acknowledges that the Licensed Software, including any clinical pathway or physical assessment tool or similar support tool offered through the Licensed Software, does not substitute for the professional clinical judgment and expertise of the Authorized Users and Licensed Users of the Licensed Software and that Client is solely responsible and liable for any and all clinical and/or medical decisions that are made by Client, Authorized Users, or Licensed Users regarding a patient and for any errors or

omissions in documentation to support services provided and billed by, or on behalf of, Client.

(d) Each party's indemnification obligations hereunder shall be subject to (a) receiving prompt written notice of the existence of any Action; (b) being able to, at its option, control the defense of such Action; (c) permitting the indemnified party to participate in the defense of any such Action; and (d) receiving full cooperation of the indemnified party in the defense thereof. If any such third party claim of infringement is made or appears likely to be made, Client will permit HCHB to either implement measures to enable Client to continue to use the Licensed Software or modify the Licensed Software in a functionally equivalent manner. If HCHB determines that neither of these alternatives is commercially feasible, HCHB may terminate the Agreement and, as Client's sole and exclusive remedy, repay to Client any unearned fees already paid by Client.

11.2 Limitation of Liabilities. HCHB shall not be liable for any indirect, incidental, consequential, special or exemplary damages whatsoever (including, without limitation, damages for diminution of value, loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this Agreement or the performance or failure of the Licensed Software, or for acts of negligence that are not reckless or intentional, even if HCHB has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. HCHB's entire liability to Client or any other party, including an Authorized User, for any loss or damage resulting from any claims, demands or actions arising out of this Agreement or the performance of or failure to perform hereunder shall not exceed the total amount of fees paid to HCHB hereunder during the Contract Year in which the event giving rise to the claim, demand or action occurs. The limitations set forth in this Section 11.2 shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. No obligation or liability shall arise from HCHB's rendering of technical or other advice or services in connection with this Agreement, including, without limitation, advice or services related to the implementation or configuration of the Licensed Software.

Article 12. MISCELLANEOUS

12.1 Force Majeure. Neither party shall be responsible for the failure to perform in a timely manner under this Agreement (with the exception of payments due by either party for work or services previously performed) when the failure results from events or conditions beyond the reasonable control of a party, including acts of God, civil war, insurrection or riots, fire, flood, explosion, earthquake, or serious accident, labor disputes, shortages of raw materials, or enactment of legislation rendering the performance of either party hereto unlawful.

12.2 Independent Contractors. HCHB is and shall perform under this Agreement as an independent contractor. HCHB and Client shall have and maintain exclusive control and direction over all of their respective employees, agents, and operations. Each party assumes full and exclusive responsibility for the payment of all premiums, payroll taxes, and other taxes now or hereafter required by any law or regulation as to its own employees and agents engaged of the performance of its obligations under this Agreement.

12.3 No Third Party Beneficiaries. This Agreement is for the benefit of HCHB and Client only, and confers no rights or benefits on any other person or entity, including any customer, client, patient, vendor, or affiliate of either party hereto.

12.4 Expenses. Each party hereto agrees to pay the costs and expenses, including reasonable attorneys' fees, incurred by the other party in successfully enforcing any of the terms of this Agreement in the event of a breach or threatened breach.

12.5 Entire Agreement. This Agreement and the exhibits hereto contain the complete agreement among the parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements and understandings, whether oral or written, among the parties with respect to such transactions.

12.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one original.

12.7 Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five (5) business days after the date such notice is deposited in the United States mail. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the parties to notify the other party in writing of any name or address changes.

HCHB: 6688 N. Central Expressway, Suite 800
Dallas, Texas 75206

Attention: President

with a copy to:

Hearst Health
300 West 57th Street
New York, NY 10019
Attention: Office of General Counsel

Client: 1340 State Route 9
Lake George, NY 12845

Attention: Ginelle Jones

12.8 Waivers. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

12.9 Successors, Transferees, and Assigns. This Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors to their entire business, permitted transferees, and permitted assigns.

12.10 Governing Law; Jurisdiction and Venue. The parties acknowledge and agree that this Agreement and the obligations and undertakings of the parties hereunder will be performable in New York, New York. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of New York without regard to the conflict of laws provision thereof. If any action is brought to enforce or interpret this Agreement, venue for such action shall be in New York, New York, and each party hereto irrevocably submits to the exclusive jurisdiction of the state and Federal courts located in (or with jurisdiction for) New York, New York.

12.11 WAIVER OF JURY TRIAL. THE PARTIES AGREE THAT ANY ACTION BROUGHT TO ENFORCE OR INTERPRET THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY A BENCH TRIAL BROUGHT BEFORE A STATE OR FEDERAL COURT IN NEW YORK, NEW YORK. THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO HAVE ANY SUCH ACTION HEARD IN ANY OTHER FORM OR MANNER.

12.12 Injunctive Relief. IT IS AGREED THAT ANY BREACH OF THIS AGREEMENT BY EITHER PARTY MAKING ANY UNAUTHORIZED USE OF THE LICENSED SOFTWARE OR DISCLOSING ANY CONFIDENTIAL INFORMATION OF THE OTHER PARTY OTHER THAN AS SPECIFICALLY PERMITTED BY THIS AGREEMENT WILL CAUSE IMMEDIATE AND IRREPARABLE HARM. IN THE EVENT OF ANY SUCH BREACH BY A PARTY, THE OTHER PARTY SHALL BE ENTITLED TO IMMEDIATE AND INTERIM INJUNCTIVE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION TO RESTRAIN SUCH UNAUTHORIZED USE OR CONDUCT.

12.13 Amendment. This Agreement may be amended, modified or supplemented only by a written instrument executed by the party against which enforcement of the amendment, modification or supplement is sought.

12.14 Assignment. Neither this Agreement nor any right created hereby shall be assignable by either party hereto, except to a successor to its entire business (which shall include, without limitation (i) any merger or consolidation of such party in which such party is not the surviving entity, (ii) any sale of in excess of fifty percent (50%) of such party's then outstanding shares of common stock, or (iii) any sale of all or substantially all of such party's assets).

12.15 Survival. The provisions of Article 5 ("Ownership of Intellectual Property Confidentiality"), Section 10.5 ("Effect of Termination"), Article 11 ("Indemnification") and Article 13 (Miscellaneous) shall survive the termination of this Agreement.

12.16 Export Controls. The export of the Licensed Software or its content may be subject to restrictions under United States and foreign laws. Client shall not export the Licensed Software, in whole or in part, to any country outside the United States, whether

in tangible or electronic form, via access through some telecommunications method (such as through the Internet or via a dedicated dial-up line accessible from a country outside of the United States), or by disclosing the Licensed Software to a foreign national, without the written consent of HCHB and then only in compliance with all applicable United States and foreign laws and regulations.

12.17 Non-Solicitation. HCHB and Client acknowledge that, in the course of performing their respective obligations under this Agreement, HCHB and Client will obtain knowledge of or access to employees of each other. Client and HCHB further acknowledge that the personnel of the other party are an important asset to their respective organizations and that a party would benefit substantially, to the detriment of the other party, if one party were to solicit the services and/or hire the personnel (including both employees and third party contractors) employed or retained by the other party. Accordingly, HCHB and Client agree that during the term of this Agreement and for a period of one (1) year thereafter, neither HCHB nor Client will, directly or indirectly, attempt to influence any employee or third party contractor employed or retained by the other party to discontinue his or her employment or consulting relationship with the other party, nor solicit, hire or seek to solicit or attempt to hire any employee or third party contractor of the other party, without first obtaining the prior written consent of such party. The parties agree that the actual damages that a party would incur in the event of a breach of this Section 12.17 would be extremely difficult, if not impossible, to ascertain. Therefore, in the event of a breach of this Section 12.17 by one party, the other party shall be entitled to receive, as liquidated damages, and not as a penalty, a sum equal to the aggregate pre-tax compensation received by the person hired or sought to be hired, as reflected on such person's W-2 or 1099 wage and tax statement, as the case may be, for the preceding twelve (12) month period prior to such breach, or the annualized amount of such wage and tax statement if employee or third party contractor was not employed or retained for the entire twelve (12) month period. The parties agree that such sum would be reasonable and just compensation for the harm caused by such breach.

Agreed to and accepted as of the dates set forth below.

HEMOCARE HOMEBASE, LLC:

CLIENT:

By: _____

By: _____

Name: Scott Decker

Ginelle Jones

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

SCHEDULE A

I. **LICENSED SOFTWARE.** The Licensed Software (as defined in the Agreement) consists of the following:

- Point of Care Manager (PointCare)
- Office Administration Modules (Homecare Modules)
 - Work Flow Manager
 - Clinical Manager
 - Intake Management System
 - Clinical Pathway System (Client may choose to customize/enhance with own data)
 - Assessment/OASIS/Validation System
 - Financial Manager
 - Billing Module
 - Resource Manager
 - Scheduling Module
 - HR Module
 - Report Manager
 - Executive Reporting Console

II. FEES.

A. Consulting Fees (Section 7.1 of the Agreement):

- The Accelerated Collaborative Effort (ACE) Cohort Implementation is billed at \$50,000 in equal installments across a 60 month schedule, and shall be payable monthly commencing on the month of the Implementation Kick Off Meeting. The total cost, methodology and timing will be defined in the Implementation SOW. Any deviations from the ACE structure may cause changes in pricing and will be captured in the SOW or subsequent Change Orders.
- On site and remote Consulting Fees are billed at \$1,500 per day/per person or \$250 per hour/ per person for web consulting. Fees will be defined after pre-implementation planning and delivered via estimate for approval. Subsequent consulting rates will be billed at the then current rates.
- Client will be solely responsible for all travel and related expenses incurred by the HCHB consultants.
- Per diem rates will be billed according with the guidelines set forth by the U.S. General Services Administration. <http://www.gsa.gov/portal/category/104711>

B. Fees (Sections 7.2 , 7.3 and 7.4 of the Agreement)**Core Product**

DESCRIPTION	QTY	UOM	LIST PRICE	LIST AMOUNT SUM	DISC (%)	TOTAL
Home Health Standard Service Line: Mid-Market Bundle 2	1	Each	\$50,000.00	\$50,000.00	30.000	\$35,000.00
Core Product TOTAL:						\$35,000.00

User License Fees

DESCRIPTION	QTY	UOM	LIST PRICE	LIST AMOUNT SUM	DISC (%)	TOTAL
User License - Administration User Seat	8	Per User	\$2,500.00	\$20,000.00	25.000	\$15,000.00
User License - Field User Seat	13	Per User	\$2,500.00	\$32,500.00	25.000	\$24,375.00
User License Fees TOTAL:						\$39,375.00

Consulting

DESCRIPTION	UOM	QTY	LIST PRICE	LIST AMOUNT SUM	DISC (%)	TOTAL
Accelerated Collaborative Effort (ACE) Cohort Implementation		1	\$50,000.00	\$50,000.00	0.000	\$50,000.00
Consulting TOTAL:						\$50,000.00

SUMMARY - ONE-TIME FEES

Description	Amount
Base & User License Fee	\$74,375.00
Consulting Fees	\$50,000.00
One-time Fees Total	\$124,375.00

RECURRING FEES (ANNUALLY, FIRST YEAR AND THEREAFTER)**Annual Maintenance and Hosting (M&H) Fees:**

- Annual M&H will be calculated against the List Price sum of the base License Fees, User Fees and Homecare Connection modules. Annual M&H includes the following:
All server hardware and software needed to support the applications and related databases
- All necessary backup systems to ensure that data and applications are backed up daily
- All on-going application upgrades and maintenance
- Routine customer support services

M&H (includes items on Schedule B)

DESCRIPTION	UOM	TOTAL (MONTHLY)	TOTAL (ANNUALLY)
Maintenance - 17% (list price 19%)		\$1,738.96	\$20,867.50
Hosting 7%		\$716.04	\$8,592.50
M&H TOTAL:			\$29,460.00

Online Learning Hub

DESCRIPTION	UOM	QTY	LIST PRICE	LIST AMOUNT SUM	DISC (%)	TOTAL
Online Learning Hub - Skilled - Subscription	Per User Per Year	20	\$75.00	\$1,500.00	0.000	\$1,500.00
Online Learning Hub TOTAL:						\$1,500.00

Schedule "A" is hereby agreed to and accepted as of the dates set forth below.

HEMOCARE HOMEBASE, LLC:

CLIENT:

By: _____

By: _____

Name: Scott Decker

Name: Ginelle Jones

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

SCHEDULE B

Additional modules, services or interfaces are not required to implement the base HCHB software solution and can be purchased at any point the Client wishes to implement. Module, services and/or interface fees will be due before implementation of the respective software and standard maintenance and hosting rates and terms will apply. For interfaces that require contracts with third-party vendors or technology partners, Client will be responsible for securing an agreement with that partner or vendor prior to the implementation of the interface. The following prices are guaranteed for twelve months from contract signing. A Sales Order will be required for all additional modules, services, or interfaces, and occasionally scoping and pricing will have to be agreed upon by both parties.

The "Phase 1" custom interfaces outlined below, if selected for purchase by Client, will require a separate Statement of Work. Targeted delivery date for agreed-upon customer interfaces will be defined and mutually agreed upon by HCHB and Client. Pricing is established per the table below.

MODULE/INTERFACE & DESCRIPTION	QTY	UOM	LIST PRICE	DISC (%)	TOTAL
Medications - First Data Bank Medication Database (Setup)	1	Each	\$2,500.00	100.000	\$0.00
Auto Eligibility - Medicare - Set-Up Fee	1	Each	\$2,500.00	100.000	\$0.00
HH CAHPS export - SHP	1	Each	\$1,500.00	0.000	\$1,500.00
Stock Integration - Outbound Patient Demographics (HL7 ADT)	1	Each	\$3,750.00	0.000	\$3,750.00
Telehealth - HomMed	1	Each	\$5,000.00	0.000	\$5,000.00
Stock Integration - Inbound Attachments and Coordination Notes (HL7 MDM)	1	Each	\$5,000.00	0.000	\$5,000.00
EVV Link - HHAeXchange - NEW YORK - Set up fee	1	Each	\$2,500.00	40.000	\$1,500.00
EVV Link - EMEDNY - NEW YORK - Set Up	1	Each	\$2,500.00	40.000	\$1,500.00
TOTAL:					\$18,250.00

Related Fees

DESCRIPTION	QTY	UOM	LIST PRICE
Medications - First Data Bank Medication Database (User)	1	Per User Per Year	\$42.00
Auto Eligibility - Medicare - Per Transmission Fees	1	Per Transaction	\$0.25

Auto Eligibility - Non-Medicare - Per Transmission Fees	1	Per Transaction	\$0.50
HCHB Auto Fax - Per Page Fees	1	Per Page	\$0.09
EVV Link - HHAeXchange - NEW YORK - Monthly Floor Fee	1	Monthly Floor Fee	\$425.00

- All billing and M&H calculations begin upon Go Live of the offering unless otherwise noted.
- For cancellation of any part of the above contracted HCHB services or products and for cancellation of future billing, a ticket must be submitted for approval and processing. Minimum of 30 day notice is required.
- **Non-Medicare Eligibility Monthly Volume Fees**
 - 0 – 1,000 checks billed at \$0.50 each
 - 1,001 – 2,000 billed at \$0.35 each
 - 2,001 – 3,000 billed at \$0.30 each
 - 3,001 – 4,000 billed at \$0.25 each
 - 4,001 – 5,000 billed at \$0.20 each
 - 5,001 – 10,000 billed at \$0.18 each
 - 10,000+ billed at \$0.15 each
- **Medicare Auto Eligibility:** Auto Eligibility functionality includes the automatic generation of the 270 (Healthcare Eligibility Benefit Inquiry) for every new Medicare referral. The 270 is sent automatically to check for eligibility against the Medicare CMS HETS 270/271 application. If the eligibility of the patient is confirmed, the system automatically appends the patient's record with their Medicare information through a user-friendly version of the 271 (Healthcare Benefit Eligibility Response). If Medicare eligibility is not confirmed the system will immediately trigger a workflow notification to the responsible party to examine the issue. All 270 and 271 files are stored in the system under the patient record. The agency will determine during set-up how often they "check" eligibility during an episode and assign owners to the task of confirming/researching eligibility issues that arise during confirmation. Long distance fees do not apply.
- **Auto Fax Details:** Auto Fax functionality includes automatic outbound-only faxing of clinical documentation, reports, etc. from within the HCHB system to pre-determined recipients. All faxes are sent automatically based on workflow criteria determined during set-up by the customer and all fax confirmations are recorded automatically into the system as part of the patient record. Confirmation includes date and time stamp of successful fax transmission, record of materials sent and identification of fax recipient. In the case of an unsuccessful fax transmission the HCHB system will trigger a workflow notification that the fax was not completed and that there may be an issue with the fax information, enabling back office staff to follow-up on fax with recipient. Long distance fees do not apply.
- **EVV Monthly Fee Calculation Table**
 - Monthly Visit Counts between 1 – 1,000 are charged at \$0.45 per visit.
 - Monthly Visit Counts between 1,001 – 2,500 are charged at \$0.30 per visit.
 - Monthly Visit Counts above 2,500 are charged at \$0.20 per visit.

Interface fees will be paid upon interface request and signed Sales Order.

Services fees will be billed as incurred.

Prices and available products are subject to change. Interfaces requiring third-party contracts are also noted on Schedule B.

Schedule "B" is hereby agreed to and accepted as of the dates set forth below.

HEMOCARE HOMEBASE, LLC:

CLIENT:

By: _____

By: _____

Name: Scott Decker

Name: Ginelle Jones

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

SCHEDULE C

Homecare Homebase System Requirements

Type of Equipment	Minimum Requirements	Recommend	Comments
Point of Care - Android Device*	<ul style="list-style-type: none"> Operating System – Android 6 or higher “Unknown Sources- allow installation of non-market applications” Android setting needs to be turned on. Device must allow a minimum of 24 MB allocated per application 	Samsung Galaxy Tab	Used by caregivers to document patient visits
HCHB/R2 Desktop Computer	<ul style="list-style-type: none"> Type – Windows PC Operating System – Windows 10, Windows 8.1 RAM - minimum 1 GB RAM above minimum for O/S Hard Disk Space - minimum 600 MB free disk space Browser - Internet Explorer, Latest Google Chrome, Latest Mozilla Firefox, Microsoft Edge Current Citrix Supported version of the Citrix Receiver / Workspace App 	Dell, HP, Lenovo, etc	Used by office staff to perform functions such as scheduling and billing to support caregivers

Wireless LAN or Bluetooth Access Point (Optional, But Recommended)			
Wireless Hub	<ul style="list-style-type: none"> Depends on network & DSL/high-speed internet access 		Used to rebuild and renew Android Devices while caregivers are in the office
LAN Card	<ul style="list-style-type: none"> Wireless network PC card should be compatible with wireless hub (and Windows Mobile operating system if applicable) 		Provides access to the internet through the wireless hub
Connectivity			
Office Internet Connectivity	<ul style="list-style-type: none"> DSL or cable access at a minimum Bandwidth for the HCHB back office applications can be determined by multiplying the maximum number of expected active users by 30Kb (Kilobits) per second. An additional 128KB should be considered for each user who actively uploads documents, images, etc., or for those who print actively out of the system. 		Used by office staff to perform functions such as scheduling and billing to support caregivers
Mobile Device Internet Connectivity	<ul style="list-style-type: none"> Need CDMA/GSM device capable of transferring data Need provider data plan with recommended minimum of 2GB of data per month Need provider that has adequate coverage for the areas in which your patients reside 		Used by caregivers when sending and receiving visit information
Other Equipment			
Car Charger for Mobile Devices	<ul style="list-style-type: none"> Must support the type of Android device purchased 		Used to charge the device between visits

Excess Inventory Mobile Devices	• HCHB recommends that each customer keep inventory that is 10% of the initial mobile device supply.		To be used for backup hardware for the field and new employee equipment.
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**Android Point of Care Devices are continually added to our list of certified devices due to their quick release cycles, please coordinate with your HCHB Sales Representative on the latest available devices or to certify a particular device.*

SCHEDULE D

Homecare Homebase, LLC BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective the 9th day of December, 2022, by and between Warren County Health Services Certified Home Health ("Covered Entity") and Homecare Homebase, LLC ("Business Associate").

RECITALS

A. Covered Entity is a Covered Entity and is therefore subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009 and its implementing regulations (collectively, the Privacy Rule, Security Rule, and HITECH and its implementing regulations, shall be referred to herein as "HIPAA").

B. Protected Health Information received from Covered Entity or created, accessed, received, maintained or transmitted by Business Associate on behalf of Covered Entity ("PHI") may be needed for Business Associate to perform its obligations pursuant to the Client Service Agreement between the parties, dated _____, as may be amended from time to time (the "Underlying Agreement").

C. To the extent Business Associate needs to access PHI to perform its obligations pursuant to the Underlying Agreement, it will be acting as a Business Associate of Covered Entity and will be subject to certain provisions of HIPAA.

D. Business Associate and Covered Entity wish to set forth their understandings with regard to the use and disclosure of PHI by Business Associate so as to comply with HIPAA.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA. "Protected Health Information" or "PHI" shall generally have the meaning as set forth in HIPAA at 45 CFR §160.103 but, for the purposes of this Agreement, shall be limited to information created or received by Business Associate from or on behalf of Covered Entity pursuant to the Underlying Agreement. "Protected Health Information" or "PHI" shall include "Electronic PHI" or "ePHI".

2. Business Associate's Obligations and Permitted Activities.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required pursuant to the Underlying Agreement, this Agreement, by Covered Entity in writing or as Required by Law.

(b) Business Associate agrees to use reasonable safeguards, and comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) In using, disclosing or requesting PHI, Business Associate shall comply with the minimum necessary requirements contained within the Privacy Rule.

(d) Business Associate agrees to report to Covered Entity, without unreasonable delay and in no case later than ten (10) business days following actual knowledge by Business Associate:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident involving PHI of which Business Associate becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Covered Entity's electronic PHI.

(iii) Any Breach of Unsecured PHI, as defined in 45 CFR 164.402. Following the initial notification of any such Breach of Unsecured PHI as noted above, Business Associate shall provide, within a reasonable period of time, but not later than thirty (30) business days after providing the initial notice, a written report to Covered Entity that includes, to the extent possible: (A) a brief description of what happened, including the date of occurrence and the date of the discovery by Business Associate; (B) a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and (C) a brief description of what Business Associate has done to investigate the Breach of Unsecured PHI, to mitigate harm to Individuals, and to protect against any further Breaches of Unsecured PHI. Business Associate also shall provide to Covered Entity any other available information Covered Entity is required to include in its notification to affected Individual(s).

(e) Business Associate agrees to ensure that any third-party agent or Subcontractor to whom it provides PHI as permitted or required under this Agreement, or that creates, accesses, receives, maintains or transmits PHI on behalf of Business

Associate, agrees, in writing, to at least the same restrictions and conditions as those that apply to Business Associate under HIPAA with respect to such PHI.

(f) Business Associate shall make its internal policies, procedures and records relating to the use and disclosure of PHI reasonably available to the Secretary, upon request, for purposes of assessing Business Associate's or Covered Entity's compliance with HIPAA.

(g) It is not anticipated that Business Associate will maintain a Designated Record Set on behalf of Covered Entity; however, if the Underlying Agreement requires Business Associate to maintain a Designated Record Set on behalf of Covered Entity, Business Associate agrees to, at Covered Entity's reasonable written request: (i) provide access to such PHI in order to assist Covered Entity in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Covered Entity so directs or agrees to pursuant to the Privacy Rule.

(h) To the extent no exception exists in HIPAA, Business Associate agrees to maintain and make available to Covered Entity information required to provide an accounting of disclosures of PHI made by Business Associate as necessary for Covered Entity to satisfy its obligations under HIPAA; provided, however, that Covered Entity shall be solely responsible for tracking and providing Individuals an accounting of disclosures of PHI made by Covered Entity to Business Associate in connection with this Agreement.

(i) Business Associate may use and disclose PHI for Business Associate's proper management and administration, provided that for any disclosure: (i) Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.

(j) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule.

(k) Business Associate may, at its option:

(i) De-identify PHI in accordance with the requirements of the Privacy Rule, maintain such de-identified information indefinitely, and use such de-identified information for any purpose; provided that all identifiers are destroyed or returned in accordance with this Agreement.

(ii) Create a Limited Data Set for the purpose of performing its obligations pursuant to the Underlying Agreement, provided that Business Associate:

[a] Does not use or further disclose PHI contained in the Limited Data Set except as necessary to perform its obligations pursuant to the

Underlying Agreement or as provided for in this Agreement or otherwise Required By Law;

[b] Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

[c] Reports to Covered Entity any use or disclosure of PHI contained in the Limited Data Set of which Business Associate becomes aware that is not provided for by this Agreement;

[d] Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree, in writing, to the same restrictions and conditions that apply to Business Associate under this Agreement; and

[e] Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

(l) It is not anticipated that Business Associate will carry out any of Covered Entity's obligations under the Privacy Rule, however, in such event, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

3. Covered Entity's Obligations.

(a) Covered Entity shall notify Business Associate of limitation(s) in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses and Disclosures.

(b) Covered Entity shall notify Business Associate of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(c) Covered Entity shall notify Business Associate of restriction(s) in the Use or Disclosure of PHI to which Covered Entity has agreed to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

(e) Covered Entity shall not provide Business Associate with more PHI than that which is minimally necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement and, where possible, Covered Entity shall provide any PHI needed by Business Associate to perform its obligations pursuant to the Underlying Agreement in the form of a Limited Data Set, in accordance with HIPAA.

(f) Covered Entity acknowledges and agrees that the provisions of section 2(k)(ii) of this Agreement shall constitute a Data Use Agreement between the parties.

(g) Covered Entity acknowledges and agrees that PHI which has been de-identified in accordance with the requirements of HIPAA and section 2(k)(i) of this Agreement shall not thereafter be considered PHI or be subject to this Agreement.

(h) Covered Entity shall report to Business Associate, within ten (10) business days of discovery, any use or disclosure of PHI not permitted by this Agreement related to Covered Entity's use of Business Associate's products and services under the Underlying Agreement.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when the Underlying Agreement terminates. If Business Associate determines, in accordance with subsection 4(c)(ii) below, that it is infeasible to return or destroy PHI, Business Associate shall continue to protect the PHI as required under this Agreement until Business Associate returns or destroys such PHI.

(b) Termination. Upon a party's knowledge of a breach of a material provision of this Agreement by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the reasonable time specified by the non-breaching party.

(c) Effect of Termination.

(i) Except as otherwise provided in subsection 4(c)(ii) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI.

(ii) If Business Associate determines that returning or destroying any or all PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Business Associate shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect on the effective date of this Agreement or as amended during the term of this Agreement, and for which compliance is required.

(b) Amendment. Upon the effective date of any final regulation or amendment to HIPAA that requires modification of this Agreement to remain in

compliance, the parties shall work together to clarify their respective obligations with respect to any new requirements under the modified HIPAA. This Agreement may be amended or modified only in a writing duly signed by authorized representatives of the parties.

(c) Independent Contractors. Business Associate and Covered Entity are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, only for the purpose of the parties' compliance with HIPAA and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

(e) Entire Agreement. This Agreement and the Underlying Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications, understandings or representations between the parties hereto relating to such subject matter.

(f) Governing Law. This Agreement shall be governed by the governing law established in the Underlying Agreement, to the extent not preempted by HIPAA or other applicable Federal law.

(g) Severability. Any provision of this Agreement that is determined to be invalid or unenforceable by a court of competent jurisdiction will be effective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer upon any party other than the Covered Entity and the Business Associate and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute a binding agreement. Furthermore, signatures transmitted by facsimile or by scanner email transmission shall have the same force, validity and effect as the originals thereof.

(i) Notices. All notices required or permitted to be given under this Agreement shall be timely and in writing and shall be sufficient in all respects if

delivered personally, by a nationally recognized overnight delivery services, or by registered or certified mail, postage prepaid, addressed as follows:

If to Covered Entity:

If to Business Associate:

Homecare Homebase, LLC
6688 N. Central Expressway, Suite 800
Dallas, Texas 75206
Attention: CEO

with a copy to:

Hearst Communications, Inc
300 West 57th Street
New York, NY 10019
Attention: Office of General Counsel

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

HEMOCARE HEMEBASE, LLC

CLIENT

By _____

By _____

Title _____

Title _____

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

***If this is the result of a grant award, also complete and submit Form No. 5 or 6**

DEPARTMENT NAME: Warren County Health Services
DATE: January 23, 2023

- (a) **Purpose of Amendment:** To amend the 2023 budget to reflect both the Revenue and Expenses related to Department code (A.4018.0036) for Covid 19 Vaccine Response Grant. It is Health Services and reflects the balance of the funds left in this grant. of **\$36,248.**
- (b) Appropriation Code (with title), Object Code (with title) and Amount:
- | | |
|--|-------------|
| A.4018.0036.120 Covid 19 Vaccine Response Grant-Overtime Salaries | \$ 1,000.00 |
| A.4018.0036.130 Covid 19 Vaccine Response Grant-Part Time Salaries | \$ 9,000.00 |
| A.4018.0036.260 Covid 19 Vaccine Response Grant-Other Equipment | \$ 600.00 |
| A.4018.0036.410 Covid 19 Vaccine Response Grant-Supplies Expense | \$ 1,000.00 |
| A.4018.0036.424 Covid 19 Vaccine Response Grant-Postage Expense | \$ 200.00 |
| A.4018.0036.436 Covid 19 Vaccine Response Grant-Advertising Exp | \$22,483.00 |
| A.4018.0036.442 Covid 19 Vaccine Response Grant-Automotive Gas | \$ 200.00 |
| A.4018.0036.810 Covid 19 Vaccine Response Grant-Retirement Exp | \$ 1,000.00 |
| A.4018.0036.830 Covid 19 Vaccine Response Grant-Social Sec Exp | \$ 620.00 |
| A.4018.0036.831 Covid 19 Vaccine Response Grant-Medicare Exp | \$ 145.00 |

Revenue Code (with title), and Amount:

A.4018.0036.4411 Covid 19 Vaccine Response Grant Revenue \$ 36,248.00

***Note: Warren County Health Services Received the Covid 19 Vaccine Response Grant for a total of \$183,683.11 for the contract time frame of 1/1/21-6/30/24. We anticipate to utilize this complete balance in 2023. Listed above are estimated expenses for 1/1/23-12/31/23. This amount reflects current requests with the State needed for staffing and fringe for part time employees towards Vaccinations, testing, and Boosters. Also expenses related to Supplies, postage, travel and advertising educate Warren County Residents.**

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2022 AS OF 1/11/2023 7:05:17 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V
 CODE(S): 4010, 4013, 4054, 4190, 4018, 4189, 4191, 4192, 4193, 4194, 4195, 4196

EXPENSES	2022 BUDGETED	2022 YTD ACTUAL	2021 Prior Year Totals
Salaries - Regular	\$3,082,552.81	\$2,130,362.78	\$2,253,568.55
Salaries - Overtime	\$190,700.00	\$62,381.37	\$155,258.31
Salaries - Part Time	\$881,779.19	\$265,766.35	\$533,265.12
100's PERSONAL SERVICES	\$4,155,032.00	\$2,458,510.50	\$2,942,091.98
200's EQUIPMENT	\$867,529.83	\$151,987.44	\$69,942.71
400's CONTRACTUAL	\$6,950,449.42	\$3,974,196.14	\$5,557,847.08
800's EMPLOYEE BENEFITS	\$1,586,281.07	\$1,060,518.66	\$1,294,467.65
TOTALS	\$13,559,292.32	\$7,645,212.74	\$9,864,349.42

REVENUES	2022 BUDGETED	2022 YTD ACTUAL	2021 Prior Year Totals
	\$11,002,826.62	\$3,748,018.41	\$7,185,081.36

Above reflects YTD 2022 Financial statements however these numbers are not final. Revenues and expenses still need to be done for year end. We have accrued above revenues for CHHA for November. For year end we will need to voucher all Grants and the Preschool AVL billings will not be finalized for 2022 until Spring of 2023.

Attachment 10

**Warren County Health Services
 Salaries Comparison
 2022 v 2021**

Total of All Depts	YTD 2022	YTD 2021	YTD 22v21	% Change	Total Budget 2022	Total Actual 2021
Regular Salaries	\$2,130,362.78	\$2,253,568.55	(\$123,205.77)	-5.47%	\$3,082,552.81	\$2,253,568.55
Overtime Salaries	\$62,381.37	\$155,258.31	(\$92,876.94)	-59.82%	\$190,700.00	\$155,258.31
Part Time Salaries	\$265,766.35	\$533,265.12	(\$267,498.77)	-50.16%	\$881,779.19	\$533,265.12
TOTALS	\$2,458,510.50	\$2,942,091.98	(\$483,581.48)	-16.44%	\$4,155,032.00	\$2,942,091.98
% current YTD Salary to Total Budget	59.17%	100.00%				

*Source: Detail G/L report for all Salary Category from 1/1/22-12/31/22. NOT FINAL POSTED
 Overall, total salaries are \$483,581.48 or 16.44% 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.
 Also to note the Healthcare Workers Bonuses are reflected above in 2022 YTD totals. Full time impact is \$16,500 while Part time impact is \$2,000. Also, in 2021 \$17,253.66 is related to ARPA full time Salaries.

ATTACHMENT #10

Warren County Health Services
Revenue and Expense Comparison 2022 vs 2021
as of 12/31/22 NOT FINAL

EXPENSES	2022 YTD Actual as of 12/31/22 G/L (Reflected is December Payroll)	2021 YTD as of 12/31/21 G/L Final	Variance
Salaries - Regular	\$2,130,362.78	\$2,253,568.55	(\$123,205.77)
Salaries - Overtime	\$62,381.37	\$155,258.31	(\$92,876.94)
Salaries - Part Time	\$265,766.35	\$533,265.12	(\$267,498.77)
100's PERSONAL SERVICES	\$2,458,510.50	\$2,942,091.98	(\$483,581.48)
200's EQUIPMENT	\$151,987.44	\$69,942.71	\$82,044.73
400's CONTRACTUAL	\$3,974,196.14	\$5,557,847.08	(\$1,583,650.94)
800's EMPLOYEE BENEFITS	\$1,060,518.66	\$1,294,467.65	(\$233,948.99)
TOTALS	\$7,645,212.74	\$9,864,349.42	(\$2,219,136.68)

REVENUES	2022 YTD ACTUAL	2021	Variance
	\$3,748,018.41	\$7,185,081.36	(\$3,437,062.95)

Comments:

Salaries: (please see previous page) overall are \$483,581.48 or 16.44% below 2021 as of the 12/31/22 payroll. Salaries for 2022 are 59.17% of the budget YTD. Adjustments still need to be made to salaries for 2022, therefore are not yet final. As stated however 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 both the Part time and Overtime salary expenses due to less staff needed for contact tracing and new guidelines that we are following . However, our Public Health staff still need to be utilized for issues that need to be addressed and followed up by our Public Health Assistants, Staff for Covid Clinics and others as needed by our Public Health Department. Also to note, \$18,500 is reflected above in 2022 in full time salaries related to the Health Care Workers Bonus that was received. We anticipate to receive the second payment in early 2023.

Equipment: Equipment Year to Date reflects an addition of HVAC Systems and Filters for Schools in Warren County. These total \$86,049.12 in equipment. Also to note that \$40,424.80 in filter supplies were purchased for schools for a total of \$126,483.92. These were funded from the ELC School Grant. The breakdown year to date is as follows: Bolton \$24,985.92, Johnsbury \$59,844.80, Queensbury \$18,739.44, North Warren \$11,451.88 and St. Mary's \$11,451.88. ARPA expenses total \$17,196.08 YTD in 2022. These purchases were primarily related to Laptops for each department.

Contractual Expenses: Continue to be under 2021 expenses YTD due primarily to 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 expenses.

Employee Benefits: Employee benefits remain under 2021 due to savings within salaries from positions not filled and within the programs where we are utilizing less per diem/part time staff due to decrease in COVID activities. Also to note, \$1,415.25 is fringe related to the Healthcare Workers Bonus Program.

Revenues: Revenues reflect the YTD billings for 2022 vs 2021. Final numbers are reflected in 2021 however all Revenues still need to reflect final billings in December for CHHA and also all Grant Revenues and Preschool AVL Revenues that can not be calculated until spring 2023. The 2021 Revenues were 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 have scheduled some Public Health clinics. We continue with scheduling COVID related clinics at no charge to the public. We also have started to schedule Flu clinics.

Warren County Health Services
Patient Referrals (May or May not have become Patients)
CtHHA 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	49	57	45	42	40	32	32
PRI	1	0	0	1	0	2	3	1	1	2	4	1
SN Referrals per month	56	54	73	58	55	61	52	46	44	44	33	33
PT Referral	40	39	50	47	41	54	32	48	40	36	37	37
PT only	9	11	12	9	8	11	8	8	10	5	13	12
Total Referrals per month	65	65	85	67	63	72	60	66	56	49	57	45
20 vs 21 (%)	-40	-33	-18	8	-15	-20	-32	-32	-38	-55	-35	-44

CATEGORY	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022
SN Referral	30	25	30	38	37	36	34	35	32	28	14	31
PRI	1	2	3	4	0	4	4	0	0	1	0	2
SN Referrals per month	31	27	33	42	37	40	38	35	32	29	14	33
PT Referral	30	28	47	38	35	38	31	32	37	33	20	27
PT only	7	5	14	10	10	11	10	8	13	12	13	5
Total Referrals per month	38	32	47	52	47	51	48	43	45	41	27	38
21 vs 22 (%)	-42	-51	-45	-22	-25	-29	-20	-35	-20	-16	-53	-16

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

VISITS	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022
SN visits	297	280	343	287	326	327	301	317	331	330	270	272
LPN visits	32	22	35	34	39	39	28	50	58	39	40	34
PT visits	266	261	327	275	272	286	258	195	248	256	261	232
OT visits	48	30	36	28	39	38	24	18	17	24	13	25
Speech visits	6	10	8	5	5	0	3	0	0	0	0	0
Total visits per month	649	603	749	629	681	690	614	580	654	649	584	563

Numbers current as of 01/12/2023

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	4	4	4	1	0	0	0	0	3	3	0
Bakers Mills	1	1	1	1	1	1	1	1	1	1	1	1
Bolton Landing	3	5	2	2	4	9	12	11	11	6	3	1
Brant Lake	3	1	2	3	3	3	4	3	1	1	2	3
Chestertown	6	6	9	8	5	5	8	7	8	8	6	6
Cleversdale	0	1	2	0	0	0	0	0	0	0	0	0
Diamond Point	5	2	3	2	0	2	3	3	1	0	0	0
Glens Falls	42	46	47	51	52	46	38	31	30	27	29	27
Hague	6	3	2	3	2	3	3	4	4	2	2	2
Johnsburg	4	4	2	5	5	3	2	4	3	4	2	1
Katskill Bay	0	0	0	0	1	2	0	0	0	0	0	0
Lake George	15	14	15	14	11	18	18	12	12	7	12	18
Lake Luzerne	8	7	7	7	5	6	10	8	6	5	6	7
North Creek	2	3	2	2	3	4	5	3	2	3	4	3
North River	0	0	0	0	0	0	0	0	0	0	0	1
Olmstedville	1	2	2	4	3	2	1	1	1	1	1	1
Pottersville	2	1	2	4	7	6	3	2	2	1	1	1
Queensbury	59	60	76	67	57	66	59	57	56	50	50	53
Riparius	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	1	1	1	0	1	2	2	2	1	0	0	0
Stony Creek	1	1	1	0	0	0	1	1	1	0	1	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	1	0
Total	180	183	205	198	176	193	188	165	165	154	132	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	0	1	1	2	1	2	3
Athol	0	1	1	1	0	1	2	2	2	4	2	1
Bakers Mills	1	1	1	1	1	2	2	2	2	1	1	1
Bolton Landing	2	2	2	2	1	4	2	3	1	2	4	5
Brant Lake	1	1	1	0	0	2	2	3	2	2	2	0
Chestertown	2	6	7	10	8	6	6	5	6	9	7	4
Cleversdale	0	0	0	0	0	0	0	0	0	0	0	0
Diamond Point	0	0	0	0	0	1	1	3	2	2	1	1
Glens Falls	26	36	29	31	27	26	22	22	22	24	22	21
Hague	4	2	2	0	1	2	3	1	0	2	2	2
Johnsburg	2	3	4	5	7	5	4	3	2	2	2	2
Katskill Bay	0	0	0	0	0	0	1	1	0	0	0	0
Lake George	14	13	11	9	8	8	10	13	9	7	11	13
Lake Luzerne	5	7	3	3	1	2	2	1	2	4	2	3
North Creek	1	5	1	0	1	3	5	5	1	1	0	0
North River	0	0	0	0	0	1	0	0	0	0	0	0
Olmstedville	1	0	0	0	0	0	0	0	0	0	0	0
Pottersville	2	2	2	2	4	7	4	4	4	4	3	2
Queensbury	39	38	46	45	50	52	42	30	36	43	34	34
Riparius	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	0	0	0	1	1	0	0	0	0	0	0	0
Stony Creek	2	0	1	2	2	1	1	1	2	1	2	2
Warrensburg	13	12	10	8	7	8	12	13	12	9	7	11
Wevertown	0	1	1	1	1	1	2	2	1	0	0	0
Total	115	130	126	124	122	133	124	116	106	116	103	105

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

November COVID-19 Booster Clinics Ongoing	In Person	Warren County HSB Room and Community locations	Nancy Parsons Clinic Team	Response
Nov 3 rd	In Person	Warren County Public Health COOP Plan Review/Update (required)	Dan Durkee, Ginelle Jones, Pat Belden	Planning
Nov 4 th	Virtual	World University Games Planning Meeting	Dan Durkee	Planning
Nov 10 th	Virtual	All traffic Solutions VMS Board Training	Dan Durkee, Don Stack, Pat Belden, Ginelle Jones	Planning
Nov 15 th	Virtual	Regional BT Coordinators Meeting (Host)	Dan Durkee, Don stack	Networking
Dec. 2 nd	Virtual	World University Games Meeting	Dan Durkee	Planning
Dec. 12 th	Virtual	Mandated Quarterly Health Emergency Preparedness Coalition meeting	Don Stack	Networking/Planning

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

Dec. 14 th	Virtual	New York State Led Interoperable Communications Drill	Don Stack	Drill
Dec. 19 th		Submission of 2 nd Quarter Deliverables report	Don Stack	
Jan 5 th	Virtual	2023 Balloon festival planning meeting	Ginelle Jones	Planning
Jan 10 th	Virtual	Regional BT Coordinators Meeting	Dan Durkee Don Stack	Networking
Jan 24 th	Virtual	Warren County EPR/LEPC Committee Meeting	Dan Durkee Don Stack	Networking
Jan 25 th	Virtual	NYS Led Medical Surge Exercise	Dan Durkee	Drill

Warren County Public Health Rabies Program December 2022

Town	Different Address Owner/Victim *Follow up by Town ACO			Same Address Owner/Victim * Follow up by Public Health			Out of Town Owner *Follow Up by Public Health			Strays Follow Up by Public Health • Vet's Office • Victim Watching • Victim Treated Rabies PEP • Euthanized Follow Up by ACO Animal needs to be captured and taken to Animal Hospital. Public Health to check after confinement				
	Cats		Dogs	Cats		Dogs	Cats		Dogs	Vet Watched	Treated with PEP	Refused PEP	Euthanized	ACO Capture
	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD						
Bolton														
Chester														
Glens Falls						1					1 (dog)	1 (cat)		
Hague														
Horicon														
Johnsburg														
Lake George						1					1 (cat)			
Lake Luzerne														
Queensbury						1								
Stony Creek														
Thurman														
Warrensburg														
Totals														

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for December – 7
 Specimens tested for rabies this month - 2
 Positive specimens for rabies - 0
 People pre-approved for rabies post exposure treatment – 2 (both declined)

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

***If this is the result of a grant award, also complete and submit
Form No. 5 or 6**

DEPARTMENT NAME: Warren County Health Services

DATE: January 23, 2023

(a) **Purpose of Amendment:** To amend the 2023 budget to reflect both the Revenue and Expenses related to the Healthcare Worker Bonus Program (A.4196) for additional funding from the Department of Health of \$ 36,281.25.

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

A.4196.110 Health Worker Bonus Program-Full time Salaries	\$ 22,500.00
A.4196.130 Health Worker Bonus Program-Part Time Salaries	\$ 2,000.00
A.4196.470 Health Worker Bonus Program-Contract Expense	\$ 8,500.00
A.4196.830 Health Worker Bonus Program-Social Security Expense	\$ 2,926.00
A.4196.831 Health Worker Bonus Program-Medicare Expense	\$ 355.25

Revenue Code (with title), and Amount:

A.4196.3489 Health Worker Bonus Program-Other Revenue	\$36,281.25
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***Note:** Warren County Health Services was notified early August 2022 by The New York State Department of Health that we were to receive additional funding for staff and contractors who qualified for the NYS Health Care Worker Bonus Program. Certain Criteria needs to be met for any staff and contractors who will qualify. There is a maximum of \$3000 per person. We have already received and paid in October 2022 \$19,915.25 and the second amount requested is for \$36,281.25. This includes primarily nursing staff, Early intervention staff and a few qualified contract Therapists. This program will expire March 2024, therefore we will be amending the budget each time a submission is approved and paid for by the State. There is no cost to the County. Payment was received January 20, 2023.

Attachment #15

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds FOR 2023

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

SIGNED: _____

TRANSFERS FOR 2022 BUDGET

DATE: January 23, 2023

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.4193.410	COVID-COMM CARE-Supplies Expense	A.4193.110	COVID COMM CARE-Full time Salaries	
A.4193.435	COVID COMM CARE-Medical Fees	A.4193.120	COVID COMM CARE-Overtime Salaries	\$30,000.00
A.4193.435	COVID COMM CARE-Medical Fees	A.4193.130	COVID COMM CARE-Part time Salaries	\$1,000.00
A.4193.435	COVID COMM CARE-Medical Fees	A..4193.810	COVID COMM CARE-Retirement Expense	\$5,000.00
A.4193.435	COVID COMM CARE-Medical Fees	A.4193.830	COVID COMM CARE-Social Security Expense	\$3,600.00
A.4193.435	COVID COMM CARE-Medical Fees	A.4193.831	COVID COMM CARE -Medicare Expense	\$2,232.00
				\$522.00

Total Transfers

\$42,354.00

To Transfer funds to Salary and Fringe related to Contact Tracers for Grant. Fully funded.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Fund			

Please state reason for transfer request:

Total

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

ATTACHMENT #16

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Health Services

DATE: January 23, 2023

- (a) Purpose of Contract Change: **To amend Health Services Homecare Therapist contracts as needed to allow for therapists choosing to contract directly with Warren County's Committee on Preschool Special Education (CPSE) as an independent provider to continue to contract with Homecare (Certified Home Health Agency/CHHA) to see patients at the established rates. * Note: These therapists will also be contracting directly with NYSDOH to provide Early Intervention (EI) Services.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **118 of 1994 and 716 of 2022**
- (c) Name of Contractor: **TBA**
- (d) Address of Contractor: **TBA**
- (e) Contractor's Contact Person and Telephone Number: **TBA**
- (f) Commencement Date of Extension: **1/1/2023 for those whose Preschool Contract are dated 1/1/23; Otherwise at commencement of new CPSE Contract.**
- (g) Termination Date of Extension: **Upon 30 day written termination notice by either party.**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Voucher**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.4010.470 Health Services Contract Expense**

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

*as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 716 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, HOGAN, BRAYMER, CONOVER, BEATY AND GERACI

AMENDING RESOLUTION NO. 230 OF 2022, WHICH AUTHORIZED AGREEMENTS WITH INTERESTED SCHOOL DISTRICTS IN WARREN COUNTY TO PROVIDE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE) SERVICES TO ELIGIBLE WARREN COUNTY CHILDREN, TO INCLUDE NEW YORK STATE LICENSED AND/OR CERTIFIED PROFESSIONALS APPROVED BY THE NEW YORK STATE COMMISSIONER OF EDUCATION

WHEREAS, pursuant to Resolution No. 230 of 2022, the Warren County Board of Supervisors authorized agreements with interested school districts in Warren County, to provide Committee on Preschool Special Education (CPSE) services to eligible Warren County children, at New York State rates, for a term commencing upon execution by both parties and automatically renewing upon the same terms and conditions, or until such time as said agreements are terminated by either party upon thirty (30) days written notice, and

WHEREAS, the Health Services Committee has approved the request to include any New York State licensed and/or certified professional approved by the New York State Commissioner of Education, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute agreements with any New York State licensed and/or certified professional approved by the New York State Commissioner of Education, as described in the preambles of this resolution, in a form approved by the County Attorney, and be it further

RESOLVED, that other than the changes outlined herein, all other terms and conditions of Resolution No. 230 of 2022 will remain the same.

Health Services Therapy Rates
Effective January 1st, 2023

Certified Home Health Agency

Services	Current Rates - Region One	Proposed Rates – Region One	Current Rates - Region Two	Proposed Rates – Region Two
Evaluation Visit	\$70.00	No change	\$80.00	No change
Revisit	\$55.00	\$58.00 (\$3 increase)	\$75.00	\$77.00 (\$2 increase)
Meetings <small>*Applies all contractors for mandatory and approved meetings</small>	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes

Physical Therapists Start of Care (SOC) Rate

Services	Current Rates - Region One	Proposed Rates – Region One	Current Rates - Region Two	Proposed Rates – Region Two
SOC	\$100.00	No change	\$100.00	No change

*Physical Therapists are only therapists that do SOC's which include first visit and evaluation

Early Intervention Services Only

Services	Current Rates - Region One	Proposed Rates – Region One	Current Rates - Region Two	Proposed Rates – Region Two
Evaluation	\$50.00	No change	\$57.00	No change
Revisit	\$50.00	No change	\$57.00	No change
Extended Visit (with IFSP Approval)	\$70.00	No change	\$70.00	No change
Meetings <small>*Applies all contractors for mandatory and approved meetings</small>	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes
Supplemental Evaluations	\$117.00	No change	\$117.00	No change

Preschool CPSE/Approved IEP

Services	Current Rates - Region One	Proposed Rates – Region One	Current Rates - Region Two	Proposed Rates – Region Two
Basic Visit	\$53.00	\$55.00	\$60.00	No change
Group Visit (per child)	\$44.00	No change	\$44.00	No change
Meetings <small>*Applies all contractors for mandatory and approved meetings</small>	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes

Region One: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls.

Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Lake Luzerne, Stony Creek, and Thurman.

Warren County Board of Supervisors

RESOLUTION NO. 118 OF 1994

Resolution introduced by Supervisors O'Neill, E. Baker, Monroe
and Casey

AUTHORIZING VARIOUS HOME HEALTH SERVICE AGREEMENTS FOR
WARREN COUNTY HEALTH SERVICES DEPARTMENT
FOR THE YEAR 1994

RESOLVED, that the Chairman of the Warren County Board of Supervisors be, and he hereby is, authorized to enter into agreements on behalf of the County of Warren with the following individuals and/or organizations pursuant to both the Long-Term Home Health Care and Certified Home Health Care Programs within the Warren County Health Services Department, for the rates set forth below, for a term commencing January 1, 1994, and terminating December 31, 1994, and in the form approved by the County Attorney: