

HEALTH SERVICES
March 22, 2023

COMMITTEE MEMBERS:

Edna Frasier, Chair, and Peter McDevitt, Vice Chair, Daniel Bruno, Debra Runyon, Michael Geraci, Mark Smith, Hillary Stec, 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: February 22, 2023**
- III. **Privilege of the floor and public comment**
- IV. **Action Agenda/New Business Items:**

Request Resolution: 1	To authorize contract with Defoe Family Farm LLC to provide fresh produce throughout the growing season and frozen items/storage crop for the winter months not to exceed \$3,000. (Attachment #1)
Rationale:	Produce will be utilized for WIC participants to introduce new healthy food options to be used in healthy recipes. Health Services is utilizing Adirondack Health Institute Healthy Communities remaining grant funds to cover associated costs to promote healthy food storage, preparation, and cooking.

Request Resolution: 2	To authorize filling vacancy and request referral to Personnel Committee to fill vacancy of the Health Educator #2 full time position, which is a Grade 14 with an annual salary of \$51,356. Vacancy is anticipated March 14, 2023, due to a resignation. (Attachment #2)
Rationale	Health Education is a mandated program through Article 6 and NYS State Aid funding. The position is eligible for 36% State Aid Reimbursement.

Request Resolution: 3	To authorize contract with Health Research Institute Inc. (HRI) and NYSDOH to accept Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CFDA# 93.967) Grant funding in the amount of \$ 552,826 (Annual Allocation estimated \$110,565) from December 1, 2022 through November 30, 2027 and to authorize additional funding and grant period extensions without need for additional Resolutions should it become available. (Attachment #3)
Rationale	This grant provides a funding opportunity to address long standing weaknesses due to the chronic underinvestment of NY's public health system. This grant funding can be utilized for strengthening the public health workforce, supporting retention of current staff, making upgrades to the workplace to increase employee satisfaction, providing public health training, and providing public health support services to the public health department. Some initial thoughts include the recruitment, retention, workspace upgrades, and a carport for the cars. All expenses must be approved by HRI/NYSDOH.

Request Resolution: 4	To amend the 2023 Budget to accept \$552,826 grant funding from HRI/NYSDOH Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CFDA# 93.967) Grant. (Attachment #4)
Rationale:	Tawn Driscoll, Fiscal Manager, will be at the meeting for further clarification.

Request Resolution: 5	To amend the 2023 Budget for Health Education (Attachment #5)
Rationale:	Tawn Driscoll, Fiscal Manager, will be at the meeting for further clarification.

Request Resolution: 6	To transfer funds in 2023 Budget. (Attachment #6)
Rationale:	Tawn Driscoll, Fiscal Manager, will be at the meeting for further clarification.

Request Resolution: 7	To authorize Health Services to contract with therapists and other service providers, to provide services to Health Services' Homecare patients at the approved rates (Resolution 73/2023) with automatic renewal unless 30 day written termination notice is rendered by either party. (Attachment #17)
Rationale:	Health Services is in desperate need of therapists and other service providers. Therapists' visits are revenue generating. This general approval will expedite the onboarding process.
Request Resolution: 8	To authorize contract with NYSDOH to receive Immunization Action Plan (IAP Contract Number C38478GG) grant funding in the amount of \$164,045 (\$32,809/year) for the grant period of April 1, 2023 to March, 2028 and to authorize future amendments to receive additional funding and/or grant extensions. (Attachment #18)
Rationale:	The IAP funds are used to promote and support immunization related outreach, education, and clinics. Public Health serves as a resource for providers, daycares, schools, camps, and the general community.
Request Resolution: 9	To amend the 2023 Budget to accept additional Immunization Action Plan Funding. (Attachment #19)
Rationale:	Tawn Driscoll, Fiscal Manager will be at the meeting to discuss.
Request Resolution: 10	To authorize new contracts and/or amendment current/existing contracts/agreements with Electronic Medical Record (EMR) vendors (i.e. Alayacare and Homecare Homebase) to include interface/s with Medicaid Insurers as needed to ensure Electronic Visit Validation (EVV) is in place to comply with Medicaid billing regulations, that were effective January 1, 2023. (Attachment #20)
Rationale:	Effective January 1, 2023, EVV is required for Medicaid billing. Each Medicaid insurer uses an aggregator, that is an "electronic billing clearinghouse." We are finding that each Medicaid insurer could potentially have a different aggregator, creating need for additional interfaces, which require additional initial and monthly expense.

V.

Discussion Items:

Report of Revenues and Expenditures for 2023

Please see **Attachment #7**.

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 #8**

Status of Referrals

Please see **Attachment #9 A/B** for the report.

Emergency Response and Preparedness

Please see **Attachment #10** for the report.

Rabies Report. Please see **Attachment #11** for the report and Rabies Clinic Schedule.

Quality Care Coalition/ Ombudsmen Recruitment (no attachment)

Public Health Week is April 3-9, 2023 Please see **Attachment # 12**.

STD Clinic Announcement Please see **Attachment #13**.

Meetings and Conferences: Informational (Attachments 14-16)

- 1) Meghan Collums, Infant Feeding Advocate/Breastfeeding Peer Counselor, and Bethany Paquette, Nutrition Facilitator, from WIC, will be participating virtually in the NYS Breastfeeding Coalition Conference on March 27, 2023. The conference is \$80/participant and fully funded by the WIC grant.
- 2) Patricia Belden, Assistant Director of Public Health, will be attending the NYS Public Health Association (NYSPHA) Partnership Conference April 25-27, 2023. There conference fees and hotel expense are included with NYSACHO dues.

- 3) WIC employees, Bethany Paquette, Jolie Navatka, Cassandra Rausch, Crystal Harrington, Sara Hettel, Meghan Collums, and potentially one more individual affiliated with WIC, will virtually participate in the annual WIC Association of New York Conference April 18-20, 2023. The conference is \$150/participant, which is fully funded by the WIC grant.

VI. **Referrals/Pending Items: None currently.**

VII. **Privilege of the Floor and Public Comment**

VIII. **Motion to adjourn**

Attachments:

1. Resolution Request: Defoe Family Farm LLC Contract
2. Resolution Request: Intent to Fill- Health Educator #2.
3. Resolution Request: HRI/NYSDOH Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant
4. Resolution Request: 2023 Budget Amendment- HRI/NYSDOH Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant (Public Health Infrastructure)
5. Resolution Request: 2023 Budget Amendment – Health Education
6. Resolution Request: To Transfer Funds in 2023 Budget
7. Report of Revenues and Expenditures for 2023
8. Revenue and Expense Comparison Report for 2022 vs 2023
9. Report of Referrals Status A/B
10. Emergency Response and Preparedness Activities Report
11. Rabies Report and Rabies Clinic Schedule
12. Public Health Week- Community Focus Area
13. STD Flyer
14. WIC NYS Breastfeeding Coalition Conference March 27, 2023 (Virtual)
15. 2023 NYS Public Health Partnership Conference April 25-27, 2023 White Plains, NY (In Person)
16. WIC Association of New York Remote Conference April 18-20, 2023 (Virtual)
17. Resolution Request- To Authorize Therapist and Service Provider Contracts
18. Resolution Request: To Authorize Immunization Action Plan (IAP) Grant Contract with NYSDOH
19. Resolution Request: 2023 Budget Amendment to accept NYSDOH IAP Grant Funding
20. Resolution Request: To Authorize New Contracts and/or Amendments to Existing re Electronic Visit Validation

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: March 22, 2022

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **To authorize contract with Defoe Family Farm LLC to provide fresh produce throughout the growing season and frozen items/storage crop for the winter months not to exceed \$3,000 .**
- (c) Name of Contractor: **Defoe FamilyFarm LLC**
- (d) Address of Contractor: **368 Mott Rd; Gansevoort, NY 12831**
- (e) Contractor's Contact Person and Telephone Number:
Marissa and Andrew Defoe 518-260-7808 and 518-538-1835
-
- (f) Has or will the Contract be provided, if so, please attach: **No**
(Similar to grant authorized in Resolutions 405 of 2018, 271 of 2019, 347 or 2019, and 566 of 019)
-
- (g) Commencement Date of Contract: **May 1, 2023**
- (h) Termination Date of Contract: **Automatic annual renewal unless there is more than a 10% annual rate increase or 30 day written termination notice is rendered by either party.**
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Invoice/Voucher**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.4018.0040.410 Preventive Program, Health Education, Supplies and A.4018.0040.445 Preventive Program, Health Education Foods.****

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

*as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36
Title of Position: Health Educator #2 Base Salary of Position: \$51,356 Grade: 14
Filling at Step # (If Known): _____
Budget code and title: A.4018.004.110 Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 13633/ Crawford Date of Vacancy: 3/14/2023
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State 36 % Other _____ %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring. PO 3/14/23

Human Resources Director has approved this form when initialed. HR 3/2/23 3/14/23

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
 The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 3/2/2023

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 3/17/23

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services

The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Eva A. Traver Date 3/22/23

PUBLIC HEALTH EDUCATOR

DISTINGUISHING FEATURES OF THE CLASS: An incumbent in this position is responsible for the organization and implementation of community based educational efforts regarding public health needs. Duties include assessing public health education needs and organizing workshops, forums, and activities to meet those needs. The work may concentrate on one major health issue or on several major issues, including emergency preparedness program support. The work is performed under general supervision of a higher-level administrator with leeway allowed for the use of independent judgment in carrying out the details of the work. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

- Provides outreach to promote good health practices and eliminate risk factors associated with preventable injuries, illnesses and deaths;
- Conducts in-service training seminars for staff and community group as needed;
- Conducts workshops among populations at risk aimed at improving their level of health information and motivating them toward positive health habits and elimination of high- risk injury and illness factors;
- Prepares and distributes health educational materials, including curricula, pamphlets, posters, exhibits and audio-visual presentations, all of which the Public Health Educator will employ in the conduct of the above described seminars and workshops;
- Assists in the preparation of data collection and behavioral risk survey forms and participates in the data collection and survey work, and workshops;
- Participates in training for Incident Command System, emergency response and drills, and responds to community emergencies/disasters as part of the Public Health Response requirements;
- Assists with Public Health program grants and deliverables, as assigned;
- Supports organizations, municipalities and businesses in establishing policy, systems and environmental changes that support community health;
- Supports and participates in community partnerships that support and promote state and local efforts;
- Assists in the development of press releases, social media and other communications;
- Assists in the development of program budgets; prepares reports of all activities including financial and billing documentation necessary to assist with reimbursement;
- Assists with the preparation of staff meetings;
- Understands and follows current legislation, public health policy, and best practice programming and methods, and the impact on each agency setting as well as the community;
- Assists in leadership activities including orientation of new staff and participates in team work improvements.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

- Good knowledge of the principles, practices and techniques of public health education;
- Good knowledge of community organization work;
- Good knowledge of the mechanics of planning and conducting seminars and workshops;
- Working knowledge of epidemiology, data collection and behavioral and attitudinal surveys; skill in educational techniques and methods of communication;
- Ability to prepare health education materials, including curricular, pamphlets, exhibits and audio-visual presentations;
- Ability to establish and maintain effective relations with community agencies and different ethnic groups; ability to survey public health education needs; ability to prepare activity reports;
- Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;
- Sound judgment, initiative, resourcefulness, integrity, tact.

MINIMUM QUALIFICATIONS: Either:

- A) Bachelor's Degree in health education, health science, public health, health promotion, community health, or health communications; or
- B) Bachelor's Degree in education, nursing, epidemiology, wellness and fitness, or nutrition and one (1) year of experience in health education; or
- C) Bachelor's Degree in marketing, human services, social work or psychology and two (2) years of experience in health education; or
- D) Master's Degree in public health or health education.

NOTE: A local Public Health Educator must satisfactorily complete fifteen (15) hours of continuing education in health education related topics approved by the New York State Health Department within one (1) year of appointment.

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

NOTE: Qualifications pursuant to 10 NYCRR Section 11.151

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Health Services

DATE: March 22, 2023

- (a) Purpose of Grant: **To authorize contract with Health Research Institute Inc. (HRI) and NYSDOH to accept Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CFDA# 93.967) Grant funding in the amount of \$ 552,826 (Annual Allocation estimated \$110,565) from December 1, 2022 through November 30, 2027 and to authorize additional funding and grant period extensions without need for additional Resolutions should it become available.**
- (b) Name of Grantor: **Health Research Institute Inc (HRI/ NYSDOH**
- (c) Address of Contractor: **Grants Administration/ NYSDOH; 150 Broadway, Suite 516, Menands, NY 12204-2719**

- (d) Grantor's Contact Person and Telephone Number: **Bridget E. Pardo 518-408-5939/ FAX 518-408-5280; Email bridget.pardo@health.ny.gov**

- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach?
- (f) Effective Date of Grant: **12/1/2022**
- (g) Termination Date of Grant: **11/30/2027**
- (h) Total Dollar Amount Involved (not to exceed): **\$552,826**
- (i) Deadline to Submit Grant Application and/or Grant Agreement:
- (j) Is a Budget amendment required? **Yes** If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? **No** If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? **No** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: **Strengthening US Public Health Infrastructure, Workforce, and Data Systems (CFDA #93.967); Expense PH -Infrastructure-Workforce-Data A.4197 Miscellaneous Codes; Revenue PH-Infrastructure-Workforce-Data A.4197.4416**
- (ii)

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

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: March 22, 2023

(a) **Purpose of Amendment:** To amend the 2023 budget to reflect both the Revenue and Expenses related to Department code (A.4197) for a new grant "Public Health Infrastructure-Workforce-Data Systems. It reflects funds for the grant from Health Research Inc. to support the current expenses related to the grant objectives.

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

A.4197.110 Public Health-Infrastructure-Workforce -Data -FT Salary Ex	\$30,000
A.4197.220 Public Health-Infrastructure-Workforce -Data-Office Equip	\$35,000
A.4197.260 Public Health-Infrastructure-Workforce -Data-Other Equip	\$30,000
A.4197.410 Public Health-Infrastructure-Workforce -Data-Office Supply	\$ 1,270
A.4197.436 Public Health-Infrastructure-Workforce -Data-Advertising	\$ 5,000
A.4197.444 Public Health-Infrastructure-Workforce -Data-Education Exp	\$ 2,000
A.4197.445 Public Health-Infrastructure-Workforce -Data-Food Expense	\$ 2,000
A.4197.453 Public Health-Infrastructure-Workforce-Data-Uniform/Clothg	\$ 3,000
A.4197.830 Public Health-Infrastructure-Workforce -Data-Social Sec Exp	\$ 1,860
A.4197.831 Public Health-Infrastructure-Workforce -Data-Medicare Exp	\$ 435

Revenue Code (with title), and Amount:

A.4197.4416 Public Health Infrastructure-Workforce-Data- Revenue \$110,565.00

***Note: Warren County Health Services was notified by Health Research Institute (HRI) and the DOH on 2/23/23 of additional funding for a new grant titled Strengthening US Public Health Infrastructure, Workforce and Data Systems for a five year term of 12/1/22-11/30/27. Total amount for the five years is \$552,826 or \$110,565 per year. Grant funds may be used to strengthen the Public Health Workforce through hiring of Public Health Positions, supporting retention of Current Staff, making upgrades to the work place to increase employee satisfaction, providing Public Health Training, and providing Public Health Support services to the Public Health Department. Listed above are estimated expenses for the 2023 year.**

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-Health Education
DATE: March 22, 2023

- (a) **Purpose of Amendment:** To amend the 2023 budget to adjust the Health Education Division to reflect the funds given from the Adirondack Health Institute (AHI) to support Field Goods funding being offered to WIC families **\$3,000.00. This will be transferred from the Deferred Revenue account A.691.00.**
- (b) Appropriation Code (with title), Object Code (with title) and Amount:
A.4018.0040.445 Health Education-Foods Expense \$2,900.00
A.4018.0040.410 Health Education-Supplies Expense \$100.00
-

Revenue Code (with title), and Amount:
A.4018.0040.1617 Health Education-Revenue \$3,000.00

***Note: These funds were received by Health Services in February 2020. They were not utilized in 2020 due to COVID. Therefore, the program will be started up again and the budget to be amended accordingly.**

These funds offer Health Services the availability to order fresh fruits and vegetables to WIC Families throughout the year. To Food expense is budgeted \$2,900 while supplies expense is being utilized to make flyers, weekly recipes and bag inserts explaining storage and handling of the food.

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds FOR 2023

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

TRANSFERS FOR 2023 BUDGET

DATE: March 22, 2023

SIGNED: _____

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.4193.110	COVID COMM CARE-Full time Salaries	A.4193.130	COVID COMM CARE-Part time Salaries	\$7,000.00
A.4054.0060.110	Early Intervention -Full Time Salaries	A.4018.0020.110	Family Health-Full Time Salaries	\$24,000.00
A.4054.0060.830	Early Intervention-Social Security Expense	A.4018.0020.830	Family Health-Social Security Expense	\$1,488.00
A.4054.0060.831	Early Intervention-Medicare Expense	A.4018.0020.831	Family Health-Medicare Expense	\$348.00

Total Transfers

\$32,836.00

~~To Transfer funds to Part-time Salary from Full-time Salary related to Contact Tracers for Grant- Fully funded til 3/31/23.~~
 To transfer funds from Early Intervention Program to Family Health for Full Time salary /fringe for CSHCN Full time Program Director. Fully funded by Grant.

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 6

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2023 AS OF 3/9/2023 2:43:03 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	2023 BUDGETED	2023 YTD ACTUAL	2022 Prior Year Totals
Salaries - Regular	\$2,891,165.00	\$360,266.69	\$2,130,362.7
Salaries - Overtime	\$152,700.00	\$8,417.57	\$62,381.3
Salaries - Part Time	\$572,495.00	\$47,332.96	\$265,766.3
100's PERSONAL SERVICES	\$3,616,360.00	\$416,017.22	\$2,458,510.5
200's EQUIPMENT	\$391,965.00	\$327.72	\$153,138.4
400's CONTRACTUAL	\$6,929,749.30	\$351,014.10	\$4,545,046.9
800's EMPLOYEE BENEFITS	\$1,333,184.25	\$193,656.08	\$1,075,046.2
TOTALS	\$12,271,258.55	\$961,015.12	\$8,231,742.1

REVENUES	2023 BUDGETED	2023 YTD ACTUAL	2022 Prior Year Totals
	\$10,049,068.25	\$97,065.56	\$4,341,322.3

Above reflects YTD 2023 Financial statements. Prior Year (2022) are not final. Revenues and expenses still need to be done for year end. We still need to finalize for 2022 all Grants, Preschool AVL billings and WIC food vouchers.

Salaries Comparison
2022 v 2021

	YTD 2023	YTD 2022	YTD 23v22	% Change	Total Budget 2023	12/31/22 Total Actual 2022
Total of All Depts						
Regular Salaries	\$360,266.69	\$323,728.91	\$36,537.78	11.29%	\$2,891,165.00	\$2,130,362.78
Overtime Salaries	\$8,417.57	\$15,056.10	(\$6,638.53)	-44.09%	\$152,700.00	\$62,381.37
Part Time Salaries	\$47,332.96	\$60,500.85	(\$13,167.89)	-21.76%	\$572,495.00	\$265,766.35
TOTALS	\$416,017.22	\$399,285.86	\$16,731.36	4.19%	\$3,616,360.00	\$2,458,510.50
% current YTD Salary to Total Budget	11.50%	16.24%				

*Source: Detail G/L report for all Salary Category from 1/1/23-2/26/23 payroll dates.

Note; COVID Clinics began 1/2/2021.

Overall, total salaries are \$16,731.36 or 4.19% over 2022 Salaries. Regular salaries are over 2022 primarily due to the Salary increases which took place in August 2022 along with annual increases in 2023.

Both Part Time and Overtime salaries are below 2022, due to the fact that less hours have been needed for Contact Tracing and some clinics and also Homecare has less nurses on weekend coverage.

Public Health however will still need to follow up on concerns for the community related to Covid Activities. 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 2023 YTD totals. Full time impact is \$21,000 while the Part time impact is \$2,000.

Warren County Health Services
Revenue and Expense Comparison 2023 vs 2022
as of 3/9/23

EXPENSES	2023 YTD Actual as of 3/9/23 G/L	2022 YTD as of 3/9/22 G/L	Variance
Salaries - Regular	\$360,266.69	\$323,728.91	\$36,537.78
Salaries - Overtime	\$8,417.57	\$15,056.10	(\$6,638.53)
Salaries - Part Time	\$47,332.96	\$60,500.85	(\$13,167.89)
100's PERSONAL SERVICES	\$416,017.22	\$399,285.86	\$16,731.36
200's EQUIPMENT	\$327.72	\$0.00	\$327.72
400's CONTRACTUAL	\$351,014.10	\$481,162.72	(\$130,148.62)
800's EMPLOYEE BENEFITS	\$193,656.08	\$221,686.21	(\$28,030.13)
TOTALS	\$961,015.12	\$1,102,134.79	(\$141,119.67)

REVENUES	2023 YTD ACTUAL	2022	Variance
	\$97,065.56	\$104,482.00	(\$7,416.44)

Comments:

Salaries: (please see previous page) overall are \$16,731.36 or 4.19% above 2022 as of the 2/26/23 payroll. Salaries for 2023 are 11.50% of the budget while in 2022 were 16.24% of final for 2022. As stated however due to COVID activities, Per Diem and Part time staff were being utilized in 2022 by the Public Health Department for Contact Tracing. Few are being utilized now. We have seen a significant decrease in both the Part time and Overtime salary expense 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 are used as needed by our Public Health Department. Also to note, The Homecare division has less staff and Patients, therefore Overtime coverage on weekends has been reduced to minimum coverage needed. Reflected above in 2023 also in both our full time and part time salaries is the \$23,000 related to the Health Care Workers Bonus that was received.

Equipment: Equipment for 2023 reflects the cost to exchange Data Loggers for \$327.72 that are needed to maintain accurate temperatures for the refrigerators in the Disease Program. No additional equipment has been purchased year to date.

Contractual Expenses: At this time, Contractual Expenses are below 2022 expenses primarily due to timing of invoices in our Preschool program. Also that the 2023 Contract Expense for the Healthcare Bonus received was \$8,500.00. This expense is directly related to the Contract Therapists who qualified for the Bonus benefit.

Employee Benefits/Fringe: Employee benefits remain under 2022 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, \$1,759.50 is fringe related to the Healthcare Workers Bonus Program.

Revenues: Revenues are fairly consistent from 2023 vs 2022 as of March last year. We are in the process of closing February billing for Homecare. We will begin our Rabies clinics in May. Covid Clinics continue to be scheduled at no charge to the public. STD clinics will begin again but again these are free to the public.

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

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	509
21 vs 22 (%)	-42	-51	-45	-22	-25	-29	-20	-35	-20	-16	-53	-16	

CATEGORY	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	
SN Referral	30	34											
PRI	2	0											
SN Referrals per month	32	34	0										
PT Referral	29	20											
PT only	3	2											
Total Referrals per month	35	36	0	71									
21 vs 22 (%)	-8	13											

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

VISITS	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023
SN visits	284	266										
LPN visits	5	0										
PT visits	211	136										
OT visits	20	19										
Speech visits	1	1										
Total visits per month	521	422	0									

Numbers current as of 03/06/23

**Warren County Health Services
Patient Served by Town
CHHA Division**

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	2	1	1	2	3
Athol	0	1	1	1	0	1	2	2	4	2	1	1
Bakers Mills	1	1	1	1	1	2	2	2	1	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
Cleverdale	0	0	0	0	0	0	0	0	0	0	0	0
Diamond Point	0	0	0	0	0	1	1	3	2	1	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
Kattskill 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	1	1	1	0	0	0	0	0	0	0
Stony Creek	2	0	1	2	2	1	1	2	1	2	2	2
Warrensburg	13	12	10	8	7	8	12	13	12	9	7	11
Wevertown	0	1	1	1	1	2	2	1	0	0	0	0
Total	115	130	126	124	122	133	124	116	106	116	103	105

Town	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023
Adirondack	3	1										
Athol	2	2										
Bakers Mills	1	1										
Bolton Landing	1	2										
Brant Lake	0	2										
Chestertown	4	2										
Cleverdale	0	0										
Diamond Point	0	0										
Glens Falls	17	12										
Hague	0	1										
Johnsburg	3	3										
Kattskill Bay	0	0										
Lake George	5	4										
Lake Luzerne	4	3										
North Creek	1	3										
North River	0	0										
Olmstedville	0	0										
Pottersville	3	3										
Queensbury	35	34										
Riparius	0	0										
Silver Bay	0	0										
Stony Creek	3	2										
Warrensburg	11	9										
Wevertown	0	0										
Total	93	84	0									

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

February 9 th	Virtual	ELC State Grant Meeting	Dan Durkee Marie DeLorenzo	Planning
February 13 th		Communication Blast Fax to Healthcare Providers regarding increase in treatment resistant gonorrhea	Ginelle Jones Oliva Cohen	Planning/Response
Feb 14 th	Virtual	Regional EPR Committee Meeting	Dan Durkee Don Stack	Planning/Networking
March 1 st	In Person	ELC Grant Material Delivery 20 cases of gloves 30 cases of masks to Abe Wing School	Dan Durkee Don Stack	Response
March 3 rd	In Person	ELC Grant Material Delivery 2 pallets 164 cases of gloves to Queensbury School	Dan Durkee	Response
March 7 th	Virtual	Health emergency Preparedness Coalition Mandatory Quarterly State Meeting	Dan Durkee, Don Stack	Planning/Networking

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

March 21st	In Person	Regional BT Coordinators Meeting	Dan Durkee	Planning/Networking
March 23 rd	In Person	3 of 3 Mandatory Public Health Points of Dispensing Drill	Dan Durkee	Drill/Exercise
March 30th	Webinar	Pandemic Plan Update Guidance Optional Webinar	Dan Durkee	Planning

Warren County Public Health Rabies Program February 2023

Town	Different Address Owner/Victim <small>*Follow up by Town ACO</small>				Same Address Owner/Victim <small>* Follow up by Public Health</small>				Out of Town Owner <small>*Follow Up by Public Health</small>				Strays Follow Up by Public Health <ul style="list-style-type: none"> • Vet's Office • Victim Watching • Victim Treated Rabies PEP • Euthanized Follow Up by ACO Animal needs to be captured and taken to Animal Hospital. Public Health to check after confinement					
	Cats		Dogs		Cats		Dogs		Cats		Dogs		Vet	Victim Watched	Treated with PEP	Refused PEP	Euthanized	ACO Capture
	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD						
Bolton																		
Chester																		
Glens Falls					1									1				
Hague																		
Horicon																		
Johnsburg															1		1	
Lake George																		
Lake Luzerne																		
Queensbury				1			3		1									
Stony Creek												1						
Thurman																		
Warrensburg																		
Totals																		

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for February – 9

Specimens tested for rabies this month – 1 (bat)

Positive specimens for rabies - 0

People pre-approved for rabies post exposure treatment – 2 (1 declined, 1 started treatment)

WARREN COUNTY

PUBLIC HEALTH



2023 Rabies Vaccination Clinics

Saturday	May 6th	Queensbury Community Center 742 Bay Road	10:00 - Noon
Saturday	July 8th	Chester Fire House State Route 8	10:00 - Noon
Saturday	August 5th	Queensbury Community Center 742 Bay Road	10:00 - Noon
Saturday	September 16th	Chester Fire House State Route 8	10:00 - Noon
Saturday	October 14th	Queensbury Community Center 742 Bay Road	10:00 - Noon
Saturday	November 4th	Queensbury Community Center 742 Bay Road	10:00 - Noon

Pets must be 3 months of age to receive their first immunization, which will afford them protection for one year. The next shot (booster) will afford protection for 3 years and is required one year after the first shot was given. From then on, every three years a booster should be given to protect your pet. Both initial and booster shots will be given at all clinics scheduled by Warren County Public Health.



A \$10.00 donation is requested for each pet. No one is turned away due to financial hardship.

Protect your Pets



Get them Vaccinated



Call with questions to
Warren County Public Health
518-761-6580



PROTECT YOURSELF AND YOUR FAMILY FROM RABIES EXPOSURE



What is rabies?

Rabies is a virus that affects the brain and nerves in mammals.

How is rabies spread?

The rabies virus is spread through the saliva of a rabid animal usually because a rabid animal bites another person or animal. The virus may also get into the body through open cuts or wounds, or through eyes, nose, or mouth.

What animals can spread rabies?

Rabies is spread mostly by wild animals. In the United States rabies is usually found in raccoons, skunks, foxes, coyotes, and bats. Domestic animals and farm animals can get rabies from wild animals. This is why it's so important to vaccinate pets and livestock. These are the animals that people are around the most. Pets and stray animals can be the link between wild animals and people. Any mammal can get rabies. Although it is possible for rodents to get the disease, animals like mice, rats, and squirrels almost never carry rabies.

How can I tell if an animal has rabies?

You can't tell if an animal has rabies. When an animal is sick with rabies, it may behave strangely, but a rabid animal may also appear healthy or even tame. The only way to tell if an animal has rabies is by testing it in a laboratory, or for some pets and livestock, by a quarantine to see if rabies develops.

What can I do to prevent rabies?

- Vaccinate your pets!
- Do not attempt to stop fights between your pet and a wild animal.
- Do not feed or handle wild animals. Teach children that although a baby skunk or raccoon may look cute and friendly, it can be very dangerous.
- Do not feed or touch stray animals and avoid all sick, strange-acting, even friendly animals.
- Cover your garbage cans and don't leave pets' food outside where it can attract wild animals.
- Do not keep wild animals as pets. Not only is this dangerous for you and the animal, it's against the law.
- Do not touch or pick up dead animals.
- Leave bats alone.
- Never handle a bat, especially with bare hands. Use thick gloves, tongs, or a shovel to remove a dead bat, or call in bat removal experts. Don't crush the bat with a tennis racquet or other object.
- Do not let your pet play with bats.
- Report dead bats to Warren County Public Health office.
- Keep bats out of the house or other buildings by closing or covering the attic or other dark sheltered areas. Put screens on windows.

What should I do if my pet or I am exposed to an animal that might have rabies?

If you have been bitten, or exposed to an animal's saliva:

- Wash the wound right away with soap and water for ten minutes.
- Call Warren County Public Health office.
- Get a description of the animal that bit you.

If your pet has been bitten, or exposed to an animal's saliva:

- Try to find out what type of animal bit your pet. **Do not touch the attacking animal.**
- Use gloves or a hose to wash your pet's wound. **Do not touch your pet with your bare hands.** There may be saliva from the rabid animal still on your pet even if you don't see a bite or wound.
- Call your veterinarian.
- Call Warren County Public Health office. He or she will know the right steps to protect you and your pet.

What about bats and rabies?

Bats are carriers of rabies and their bite may be too small to notice. In fact, people sleeping in the same room where a bat is found, or children who have been alone in a room with a bat, should contact Warren County Public Health office.

What do I do if I find a bat in my house?

- Close the windows, closet doors, and the door to the room.
- Turn on the lights if the room is dark and wait for the bat to land.
- Wear thick gloves and cover the bat with a coffee can or other hard container. It may be necessary to use a fly swatter or tennis racquet to stop the bat and knock it to the floor.
- Slide a piece of cardboard under the can trapping the bat.
- Tape the cardboard tightly to can.
- Contact your County Public Health office to determine if the bat needs to be tested.

**Any live or dead bat that may have had contact with a person should be captured and reported to Warren County Public Health office @ 518-761-6580.
Website: www.warrencountyny.gov/healthservices**





Warren County
Public Health

National Public Health Week

A P R I L 3 - 9 2 0 2 3

warrencountyny.gov/healthservices

Participate through:
Volunteering
Supporting recreation
Supporting community gardens
Advocating for health community
Joining community group

Dear Supervisor,

National Public Health Week is April 3rd-9th, 2023. This year one of the themes is Community. Community denotes our connections with others who share similar interests, attitudes and goals. Over the last two years many foundations of our communities have been greatly impacted by the pandemic as well as political and social discord. Many members of our communities have felt or been marginalized. When a person loses their sense of community they often struggle to thrive, and this can contribute to physical, mental and emotional distress. That's why Warren County Public Health is asking for you, as an elected leader, to share your thoughts on how you will re-engage your community and bring those who have been marginalized back into your community.

As part of an initiative we have undertaken for National Public Health Week, we are asking you to provide us with a few sentences or quotes, or even better a short 60 – 90 second video, that can be shared with your community members through our social media about how the local community supports them and works to keep them healthy and engaged.

Here are a few ideas:

- Support the creation of community gardens
- Encourage community members to volunteer at local food pantries or other community functions.
- Support opportunities for recreational sports league or fitness group to engage in physical activity and to socially connect with others.
- Support community-led solutions by working with a community advisory board.
- Support healthy community design that includes parks, sidewalks and bike lanes.

In order to have your words or videos ready to post on the County social media pages please have your videos submitted to Don Lehman or Dan Durkee by March 24th. Cell phone videos work fine. Please have any statements or quotes to Don Lehman or Dan Durkee by March 31st.

Remember, people with greater feelings of support, connection and inclusion within their networks may live longer, respond better to stress and have stronger immune systems than those who are isolated from their communities.

Thank you for your consideration in participating in this year's National Public Health Week campaign.

Sincerely,

Dan Durkee
Public Health Program Coordinator & Emergency Preparedness Coordinator
Warren County Health Services
1340 State Route 9
Lake George, NY 12845
Phone: 518-761-6584



BY APPOINTMENT ONLY

**Call 518-761-6580 to
schedule an appointment.**

Warren/Washington Counties

STD • TB • HIV CLINIC

Location: Public Health Office @
Warren County Municipal Center

SCREENING / TREATMENT FOR

GONORRHEA

CHLAMYDIA

SYPHILIS

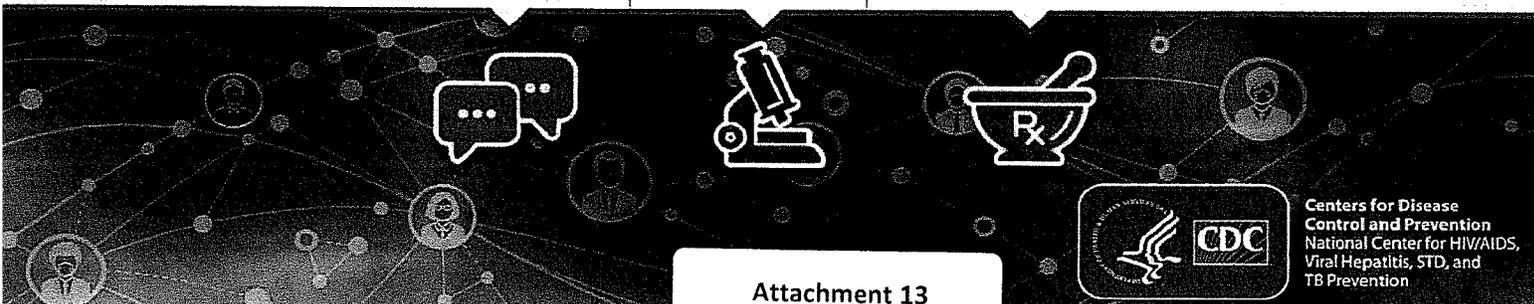
RYAN WHITE PROGRAM

WILL PROVIDE SCREENING FOR

HIV / HEPATITIS C

**PREVENT THE SPREAD
OF STDs WITH THREE
SIMPLE STEPS:**

talk | test | treat



2023
 NYSBC CONFERENCE
 The Clinical and Translational
 Science of Lactation:
 From Concept to Practice
 Monday, March 27, 2023
 A Virtual Event



REGISTRATION LINK
 https://www.nysbc.org/conference-2023
 REGISTER HERE



Early Bird Registration through February 28th: \$100
 Peer Counselors, Students & Volunteers: \$80
 Registration March 1st- 24th: \$125
 Late Registration - March 25th - 27th: \$150



Sex, Gender, and Language in Breastfeeding and Birth

Melissa C. Bartick
 MD, MSc, MPH, FABM



Academy of Breastfeeding Medicine, Mastitis Protocol

Katrina Mitchell, MD, IBCLC, FACS



A. The Boobie Traps of Breastfeeding: Fundamentals of Lactation for Frontline Staff

Stephanie Sosnowski, BS, IBCLC, RLC; ICCE & Karla Lewis, BS, IBCLC



Supporting the Continuity of Maternity Care: The Importance of Baby-Friendly Prenatal Guidelines

Eileen FitzPatrick, DrPH, MPH, RDN



B. Breastfeeding and Food Allergy

Catherine Watson Genna, BS, IBCLC



Promoting the COVID 19 Vaccine in Pregnant and Lactating Patients

Tieg Beazer, DO, MS



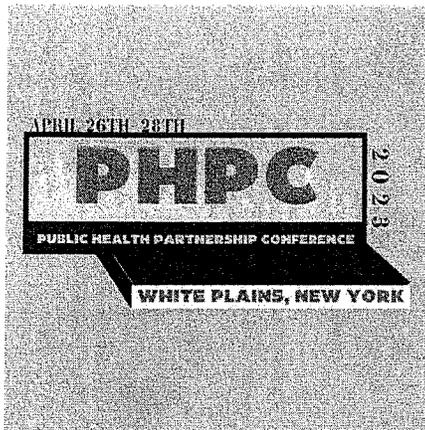
The Historical, Psychosocial and Cultural Context of Breastfeeding in the African American Community

Camille A. Clare, MD, MPH, CPE, FACOG
 Nekisha Killings, MPH, IBCLC



Sponsored by: The New York State Breastfeeding Coalition Inc.
 Paid participants will have access to the conference recordings and CERP application through May 1, 2023.

This conference has been awarded 7.5 L CERPs from International Board of Lactation Consultant Examiners*



When

Wednesday, April 26, 2023 at 12:00 PM EDT

-to-

Friday, April 28, 2023 at 1:00 PM EDT

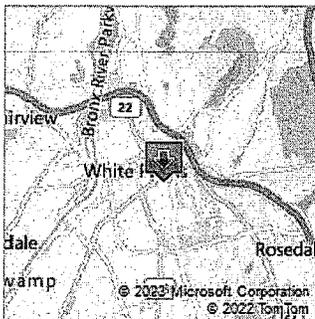
[Add to Calendar](#)

Where

Sonesta White Plains

66 Hale Avenue

White Plains, NY 10601



[Driving Directions](#)

Contact

Laura Gibson

NYSACHO

lgibson@nysacho.org

Registration is now open for the 2023 New York State Public Health Partnership Conference!

For NYSACHO Members Only!

Please register for this event by April 5th, 2023.

The New York State Public Health Association (NYSPHA), New York State Association of County (NYSACHO), and the New York State Association for Rural Health (NYSARH) will be holding the 2023 Public Health Partnership Conference in White Plains, NY!

NYSACHO's Annual Membership meeting is scheduled to take place Wednesday April 26th at 12:00pm. The conference sessions will begin on Thursday April 27th.

Keynote Speakers:

4/27-Dr. Brian Castrucci, CEO, The de Beaumont Foundation

4/28-Dr. James V. McDonald, Acting Commissioner for The New York State Department of Health

Please register regardless of whether you have paid your conference registration fee in your membership dues.

This event is limited to two county health officials per county. If additional members want to attend, they will need to register through NYSPHA.

Meals Included:

Wednesday, 4/26: Lunch, Breaks and Dinner

Dinner is for overnight guests only. If you are a commuter and would like to join dinner, please email Laura Gibson at lgibson@nysacho.org

Thursday, 4/27: Breakfast, Lunch, & Breaks

Friday, 4/28: Breakfast, Lunch, & Breaks

ANNUAL CONFERENCE

VIRTUAL



[Click here for Conference Information](#) | [Contact Us](#) | [Help](#)

**The WIC Association of New York State
welcomes you to the 44th Annual Conference**

MEMBER

**2023 Conference
Registration Rates**

NON-MEMBER

This year's conference will be held virtually

Start your registration by logging into your existing account or creating a new account.

In order to receive the link to the virtual meeting, you must confirm your registration and submit payment (if applicable) prior to the start of the meeting.

The virtual meeting link will be sent to you via the email address you use to register

With any questions please contact Amanda Cotter, Registration Manager:

Amanda@sswmeetings.com | 866 792 5399

Attachment 16

Login to Existing Account Here

12845

.....

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CONFERENCE
ATTENDEE

REGISTRATION
RATES

2023 REGISTRATION
NOW OPEN!

CONFERENCE REGISTRAT
RATES

MEMBER	\$150.00
NON-MEMBER	\$200.00

In order to receive the link to the virtual meeting, you must confirm your registration
and
submit payment (if applicable) prior to the start of the meeting.

The virtual meeting link will be sent to you via the email address you use to register

Most sessions will be recorded and available to watch for 3 months post conference

CANCELLATION POLICY

There are no cancellations available. Sessions will be recorded and made available
post conference date.

CHECK PAYMENT POLICY FOR REGISTRATION FEES

please make the check payable to
'The WIC Association of New York State Inc.' and send
to the following address:

The WIC Association of New York State
Inc.
C/o Site Solutions Worldwide
P.O. Box 113
Clifton Park, NY 12065

Check Payment Policy for Registration Fees:

Check payments for registration fees will be accepted no later than 14 business days
prior the date of the conference.

All payments must be received for attendees to receive Virtual Conference Link(s)

QUESTIONS?

Contact our Registration Manager, Amanda Cotter

P: 518 399 7181

amanda@sswmeetings.com



The WIC Association of NYS, Inc

1971 Western Avenue, #1155

Albany, NY 12203

email: wicassociationofnys@gmail.com

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: March 22, 2023

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize therapist and service provider contracts to provide services to patients served by Health Services' Homecare agency.**
- (c) Name of Contractor: **Various Therapists and Service Providers licensed by NYS**
- (d) Address of Contractor: **Specific to prospective therapists/service providers**
- (e) Contractor's Contact Person and Telephone Number: **Specific to therapists/service providers**
- (f) Has or will the Contract be provided, if so, please attach: **Resolution 74/2023**
- (g) Commencement Date of Contract: **To be determined**
- (h) Termination Date of Contract: **Upon 30 days written termination notice rendered by either party.**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **voucher**)
- (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.4010.470 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. 74 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, CONOVER, MCDEVITT, BRUNO, RUNYON,
GERACI AND VACANT

**AMENDING RESOLUTION NO. 65 OF 2022 - AUTHORIZING AMENDMENT
AGREEMENTS TO INCREASE RATES WITH VARIOUS PHYSICAL, SPEECH AND
OCCUPATIONAL THERAPISTS FOR REGION ONE AND TWO FOR THE
HEALTH SERVICES DEPARTMENT,
TO INCREASE CERTIFIED HOME HEALTH AGENCY RATES**

WHEREAS, Resolution No. 65 of 2022 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 Health Services Committee has approved a request to increase the Certified Home Health Agency therapist rates, 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 therapists, commencing January 1, 2023 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	\$58.00	\$77.00
Meetings	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes

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 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes
Supplemental Evaluations	\$117.00	\$117.00

Preschool CPSE/Approved IEP

Services	Rates - Region One	Rates - Region Two
Basic Visit	\$55.00	\$60.00
Group Visit (per child)	\$44.00	\$44.00
Meetings	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$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, and

Region Two: Towns of Bolton, Chester, Hague, Horicon, Johnsburg, 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. 65 of 2022 will remain the same.

Sample

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

Name, Type of Therapist / service provider, having an address of the "Therapist").

WITNESSETH, that the parties hereto mutually agree as follows:

1. That the County hereby retains and the Therapist hereby provides services as a Physical Therapist for Warren County Health Services as a Certified Home Health Care Program, Early Intervention Program, Start of Care, and Preschool Education Services Program as defined in New York State laws and regulations. These services will be provided for a term commencing January 1, 2023 and shall continue upon the same terms and conditions until such time as the agreement is terminated by either party in accordance with the terms of this agreement.

2. Services will be provided upon the following terms and conditions:

a. It is understood that the Therapist is qualified to provide Physical therapy services in New York State and agrees to retain all necessary licenses or registrations during the term of this agreement. Upon request, the Therapist agrees to provide the County with copies of professional licenses, registrations and verification of qualifications.

b. It is understood that the Therapist will provide services to patients who have been accepted for care only by Warren County Health Services and the Certified Home Health Care Program, Early Intervention Program, Preschool Education Services Program and Start of Care. The County requests the Therapist provide services; and the County retains the right to reassign patients to other contractors or its own employees.

c. The Therapist certifies that she is free from health impairment that is of potential risk to the County's patients, the patient's families, or County employees. The Therapist must show proof of immunization for Rubella, and in the case of Hepatitis B, proof of the immunization or a statement of her wish to decline such immunization. The Therapist shall provide an initial health status assessment prior to assuming patient care duties.

i. The County may require a yearly health status assessment be completed by the Therapist at any time.

ii. Upon request, the Therapist will provide the County with a written record of immunizations and clinical tests required by Federal, State or Local Law.

d. Both the County and the Therapist are required to provide care to a patient only in accordance with a plan of care prepared for that patient. She may be asked to consult with the patient's physician regarding the preparation or revision of the plan of care or with other County staff members. Services requested by the County and provided by the Therapist will be in accordance with the patient's plan of care and patient care policies established by the County as set forth in Appendix "A."

e. The Therapist shall submit to the County, clinical record entries for patients within one (1) week of each patient visit. It shall be the responsibility of the Therapist to prepare and submit pertinent recordings in the patient's file which shall be kept in the County's office. Recording in patient records and request for medical orders will be made in a timely manner. Therapist submission and County receipt of all documentation shall be in accordance with the terms set forth in paragraph l herein below.

f. It is understood that it is the responsibility of the County to control, coordinate and evaluate the care provided by the Therapist on an ongoing basis. This responsibility rests with the Director of Patient Services and/or the Supervising Nurses.

g. Working hours will be flexible according to the needs of the patient and family. The responsibility of scheduling visits as well as the coordination and periodic evaluation of patient care and treatment plan rests with the County and its Director of Patient Services.

h. Payment for Certified Home Health Care Agency, Long-Term Home Health Care Program, Early Intervention Program Services and Preschool Education Services Program Services are as follows:

- i. The Therapist will be paid an all inclusive fee as outlined in the following chart under this section to provide physical therapy services and treatment which fee shall include all transportation costs incurred by the Therapist, and no additional fees shall be requested hereof. It is understood that each visit will include direct physical therapy services to the patient, family instruction, as needed, evaluation and assessment of needs, record keeping and conferring with County personnel and physicians as required;
- ii. The County has been divided into two distinct regions as follows: REGION ONE: Towns of Lake George, Queensbury, Warrensburg and City of Glens Falls and REGION TWO: Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Lake Luzerne, Stony Creek and Thurman.

Certified Home Health Agency

Services	Rates - Region One	Rates - Region Two
Evaluation Visit	\$70.00	\$80.00
Revisit	\$58.00	\$77.00
Meetings	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes
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 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes
Supplemental Evaluations	\$117.00	\$117.00

Preschool CPSE/Approved IEP

Services	Rates - Region One	Rates - Region Two
Basic Visit	\$55.00	\$60.00
Group Visit (per child)	\$44.00	\$44.00
Meetings	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes	\$40.00 for 1 st hour \$15.00 per each additional 30 minutes

Physical Therapists Start of Care (SOC) Rate

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

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

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

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

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

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

m. If the County requires the Therapist to submit paper format documentation in accordance with paragraph l hereinabove, the Therapist shall be paid an amount of Fifteen Dollars (\$15) per visit for Outcomes & Assessment Information Set (OASIS). No OASIS fee visit will be

due to the Therapist for laptop documented services. Additionally, if the Therapist is assigned a County owned laptop computer, the Therapist shall be paid an amount of \$40.00 per hour for computer program training offered by the County, at the County's option for an amount not to exceed Eight Hundred Dollars (\$800).

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

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

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

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

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

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

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

t. The Therapist represents and warrants that neither she, nor her employees or contractors, are excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. §1320-a-7b(f) or in any other government payment program. In the event Therapist is excluded from participation or becomes otherwise ineligible to participate in any such program during the term, Therapist will notify the Director of Public Health/Patient Services in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Therapist, the Director of Public Health/Patient Services, on behalf of Warren County, reserves the right to immediately cease contracting with the Therapist. If Therapist is an Employment Agency, the Therapist represents and warrants that her employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. §1320a-7b(f) or debarred from participation in any federal or other program. The Therapist further represents and warrants she will, at a minimum, check monthly all of her employees and subcontractors against:

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

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

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

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

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

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

y. Any patients exhibiting a positive HIV Test Result or positive AIDS Test Result must

be kept confidential unless authorized to be revealed by written patient consent.

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

aa. This agreement shall be effective January 1, 2023 and shall continue upon the same terms and conditions, or until such time as the agreements are terminated by either party and the agreement can also be terminate at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Therapist defaults in the performance of any obligations bestowed upon by law or this agreement to the Therapist, the County may immediately terminate the agreement effective upon written notice at any time.

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

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

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

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

dd. To the fullest extent permitted by law, the Therapist shall indemnify, hold harmless and defend Warren County, its 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 Therapist's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Therapist's work or from any of the acts or omissions on the part of the Therapist, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Warren County and the Therapist shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

ee. Any type of discrimination and harassment t is against Warren County policy and is unlawful. The Therapist acknowledges and agrees that they have read the entire 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 Therapist shall follow the policy in its entirety. If a complaint does arise, the Therapist is to notify Warren County promptly. To the fullest extent permitted by law, the Therapist shall indemnify, hold harmless and defend Warren County, its 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 defense, resulting for the Therapist and/or agent's breach of this policy.

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

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

hh. 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.

ii. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

3. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; Appendix "A;" Appendix "B;" Appendix "C;" proof of required insurance as noted in paragraph o; and Resolution No. 74 of 2023. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

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

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

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

APPENDIX "A"

GENERAL POLICIES:

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

RESPONSIBILITIES OF THE PHYSICAL THERAPIST:

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

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

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

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

PHYSICAL THERAPY RECORDS - PRESCRIPTION & CLINICAL RECORD:

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

will be signed and dated by the Physical Therapist.

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

PROCEDURE FOR PHYSICAL THERAPY REFERRALS:

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

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

SPECIFIC POLICIES:

PHYSICAL THERAPY SERVICES:

a. Functions of the Physical Therapist:

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

The Physical Therapist participates in or provides:

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

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

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

c. Plan for treatment and goals are accomplished by:

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

POLICIES REGARDING NURSE PARTICIPATION IN THE PHYSICAL THERAPY PROGRAM:

- a. Initial treatment shall be demonstrated by the Physical Therapist to a member of the public health nursing staff and to a family member or other person participating in the patient's care if necessary. If indicated, family members will be instructed in those therapeutic procedures allowed by the physician.
- b. When indicated, the nurse shall make interim visits to patients for follow-up of recommended rehabilitative procedures.

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

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

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

APPENDIX "B"

Computer Usage Agreement

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

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

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

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

APPENDIX "C"

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and **CATHERINE MEEHAN** (the "Business Associate").

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions

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

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

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

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

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

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

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

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

2. Use and Disclosure of PHI and EPHI

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

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

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

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

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

3. The Covered Entity's Obligations

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

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

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

4. Safeguards/Requirements

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

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

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

(d) Under the HIPAA Rules the requirements pertaining to "administrative

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

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

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

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

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

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

compliance with all applicable requirements, including the HIPAA Rules. The Business Associate shall also provide the Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such breach notification that the Business Associate provides to Individuals.

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

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

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

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

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

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

5. Access to Information

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

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

designated by the Covered Entity.

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

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

6. Mitigation

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

7. Indemnification

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

8. Termination

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

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

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

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

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

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

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

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

9. Miscellaneous

The following provisions shall apply to this Agreement:

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

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

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

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

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the

particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

10. Failure of Performance

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

11. Notices

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice. The Covered Entity's Privacy and/or Security Official is 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 Agreement, which alone fully and completely expresses their agreement. In this regard, The Covered Entity and the Business Associate may have previously entered into a Business Associate Agreement or other agreement ("Pre-Existing Business Associate Agreement") for the purpose of restricting the Business Associate's Use and Disclosure of PHI and EPHI as required by the HIPAA Rules. This Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Agreement shall not change or modify any rights or obligations of the Covered Entity or Business Associate that may have accrued under a Pre-Existing Business Associate Agreement while such agreement was in effect.

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

13. Applicable Law; Jurisdiction; Venue

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Warren

in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

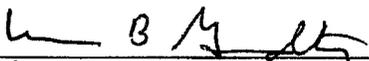
14. **Binding Effect**

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

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

Business Associate.

County of Warren

By: 

Kevin B. Geraghty, Chairman
Warren County Board of Supervisors

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: March 22, 2023

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with NYSDOH to receive Immunization Action Plan (IAP Contract Number C38478GG) grant funding in the amount of \$164,045 (\$32,809/year) for the grant period of April 1, 2023 to March 31, 2028 and to authorize acceptance of any additional funding and/or IAP grant extensions should they become available.**
- (c) Name of Contractor: **NYSDOH Immunization Action Plan (IAP)**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
Kara Connelly 518-473-4437; email: immadmin@health.ny.gov
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **4/1/2023**
- (h) Termination Date of Contract: **3/31/2028, unless extended**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **voucher**)
- (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: **Revenue: A.4018.0030.3407 Disease Program Revenue****
- (k) **Expense: A.4018.0030 Misc Expense Codes**

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

Jones, Ginelle

From: doh.sm.ImmAdmin <ImmAdmin@health.ny.gov>
Sent: Tuesday, March 21, 2023 1:04 PM
To: Jones, Ginelle; Driscoll, Tawn; Jones, Ginelle
Cc: frasiern@warrencountyny.gov
Subject: Immunization Action Plan IAP 2023/24 Budget Due-4/6/2023
Attachments: C38478GG_Warren Grant Award.docx; C38478GG_Warren-IAP Work Plan-final.docx; C38478GG_Warren-Budget Template 2023-2024.xlsx; C38478GG_Warren-2023-2024 IAP Quarterly Narrative Report final.docx

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

Hello Immunization Action Plan Staff,

Thank you for your continued dedication to the Immunization Action Plan (IAP) contract.

- 1) Attached is the grant awardee letter listing the total award amount for the new 5-year IAP contract period 4/1/2023-3/31/2028. It also provides Grants Gateway deadlines for the grantees and a link to trainings and resources.
- 2) Attached is the workplan for the new IAP 5-year project period for the timeframe 4/1/2023-3/31/2028
- 3) Attached is the Budget and Justification template for the 2023-2024 Immunization Action Plan budget period 4/1/2023-3/31/2024. **Please complete all fields. Refer to the instructions at the top of each tab when completing the template. Please return the completed budget template by April 6th, 2023 to immadmin@health.ny.gov.**
 - The template contains additional fields to capture information not entered in the Grants Gateway, but necessary for Program review.
 - Once templates are approved you will receive instructions for necessary Grants Gateway actions.
- 4) Attached is the IAP quarterly narrative reporting for the timeframe 4/1/2023-3/31/2024.

Additional Information:

- Below is a helpful link for immunization requirements for New York State schools
<https://www.health.ny.gov/prevention/immunization/schools/>
- The general provider list for 2023-to use for IQIP selection (and baseline HPV data) will be sent out in mid to late April

Please send any questions to immadmin@health.ny.gov

Thank you,

Bureau of Immunization Admin
518-473-4437



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

3/21/2023

Warren County Department of Health
1340 State Route 9
Lake George, New York 12845
Attention: Ginelle Jones

Re: Non-competitive procurement award 20266-Immunization Action Plan

Dear Ginelle Jones,

Congratulations! I am writing to inform you that the Warren County Department of Health has been selected for an award under the above referenced non-competitive procurement.

The award amount is **\$164,045.00** for the anticipated contract period of **4/1/2023-3/31/2028**. Final grant awards are contingent on the review and approval of the Office of the State Comptroller (OSC).

The required timeline for on-time execution of this contract is outlined below. An on-time contract allows the grantee to receive a contract advance (if applicable) and prompt payment of vouchers. Grantees have approximately 15 days from the date of this letter to submit all required contract documents in the Grants Gateway. If the budget, workplan and supporting documents are not submitted in the scheduled number of calendar days, your agency may receive a Suspension of Prompt Contracting* letter. Failure to meet the timeframes below may result in a late contract, and/or delayed payments to the grantee.

Your contract will be available in the Grants Gateway shortly. Please check your task list.

Required Process Step	Responsible	Timeframe
Log into Grants Gateway and complete required information for workplan and budget. Upload required supporting documentation (Workers Comp, Disability, MWBE). Update Vendor Responsibility questionnaire on OSC's website. <i>Then change status to Contract Information Submitted.</i>	Grantee	4/6/2023
Program Manager Review and Approval – <i>during this time additional edits by the grantee may be required.</i>	State Agency	4/14/2023
Contract Manager Review and Approval - <i>final contract documents approved prior to signatures</i>	State Agency	4/21/2023
Grantee Signature	Grantee Contract Signatory or System Administrator	4/27/2023

Contract Package Validation - vendor responsibility verification and all internal agency approvals.	State Agency	5/3/2023
Agency Signature	State Agency	5/11/2023
To Attorney General and OSC	State Agency	5/26/2023
Contract Executed before the contract start date of 4/1/2023	OSC	6/10/2023

All contractors are strongly encouraged to complete Grants Gateway training. Trainings are posted to [Grants Management | Grants Management \(ny.gov\)](#).

We look forward to working with you on the successful implementation of the project. Your Program Manager will be contacting you shortly to check on your status of the required documents. If you have any questions, or concerns before that time, please call the Administration Unit at the Bureau of Immunization at 518-473-4437 or email ImmAdmin@health.ny.gov.

Sincerely,



Kara Connelly
Assistant Director
Bureau of Immunization

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: March 22, 2023

(a) **Purpose of Amendment:** To amend the 2023 budget to reflect the additional funding for the new IAP (Immunization Action Plan) Grant for \$525 (Contract C38478GG).

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

A.4018.0030.410 Public Health-Disease Program-Supplies Expense \$ 525.00

Revenue Code (with title), and Amount:

A.4018.0030.3407 Public Health-Disease Program Revenue \$525.00

***Note:** The total amount budgeted in 2023 for the IAP grant is \$32,284. However, we were just notified that the new grant (4/1/23-3/31/28) will be increased to \$32,809 per year. The total five year grant amount is \$164,045, We will be requesting to increase supplies for this grant at this time for the additional \$525.00.

ATTACHMENT #19

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: March 22, 2023

- (a) Purpose of Request: **To authorize new contracts and/or amendments to current/exisiting contracts/agreements with Electronic Medical Record (EMR) vendors (i.e. Alayacare and Homecare Homebase) to include interface/s with Medicaid Insurers as needed to ensure Electronic Visit Validation (EVV) is in place to comply with Medicaid billing regulaltions, that were effective January 1, 2023.**
- (b) Details: **Effective January 1, 2023, EVV is required for Medicaid billing. Each Medicaid insurer uses an aggregator, that is an "electronic billing clearinghouse." We are finding that each Medicaid (Straight and Managed) insurer could potentially have a different aggregator, creating need for additional EMR interfaces, which require additional initial and monthly expense.**
- (c) Previous Resolution Number: **717 of 2022**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.4010.428 Health Services Data Processing Expense**

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

* as listed in budget and LOGOS

Jones, Ginelle

From: Harold Tuggy <harold.tuggy@alayacare.com>
Sent: Monday, March 13, 2023 3:55 PM
To: Jones, Ginelle
Cc: Brynes, Jodi
Subject: UHC & HHAX

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

Hi Ginelle,

Nicole reached out to me letting me know that UHC recently chose HHAX as their Aggregator. This is a new EVV interface and will need to be configured and supported by our Dev team. If you are not using UHC please let me know.

Otherwise, I will assume you will need this interface and I will be sending you an Order Form shortly for the setup/configuration (\$1,600) and the monthly maintenance (\$150/Mo).

Let me know if you have any questions.

Thanks,
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

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3

Warren County Board of Supervisors

RESOLUTION NO. 717 OF 2022

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

**AUTHORIZING AGREEMENT WITH ALAYACARE USA, INC.
FOR ELECTRONIC VISIT VALIDATION (EVV) SERVICES**

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an agreement with AlayaCare USA, Inc., 400 Lakemont Park Boulevard, Altoona, Pennsylvania 16602, for electronic visit validation (EVV) services as required by New York State, for an amount of Three Hundred Fifty Dollars (\$350) per month, with a one-time New York State EVV Aggregator Integration fee of One Thousand Six Hundred Dollars (\$1,600), for a term commencing January 1, 2023 and terminating December 31, 2023, which agreement shall automatically renew on an annual basis unless terminated upon thirty (30) days written notice by either party, in a form approved by the County Attorney, and be it further

RESOLVED, that the Chair of the Board of Supervisors be, and hereby is, authorized to execute further amendment agreements with AlayaCare USA, Inc. for aforesaid services, without the need for future resolutions as long as there is no more than a five percent (5%) annual rate increase, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this agreement shall be expended from Budget Code A.4010 428 Health Services, Date Processing & Internet Fees.