

HEALTH SERVICES

April 26, 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: March 22, 2023**
- III. **Privilege of the floor and public comment**
- IV. **Action Agenda/New Business Items:**

Request Resolution: 1	To amend Resolution 716/2022 to include provision for interested CPSE Providers to facilitate Health Services' approved educational sessions for Health staff, therapists, parents, and/or other individuals working with children through Early Intervention, Committee on Preschool Special Education (CPSE), and Children/Youth Special Health Care Needs programs at a rate of \$250/session. (Attachment #1)
Rationale:	Health Services has grant funding through NYS Children and Youth with Special Health Care Needs, which covers the costs associated with these informative and interactive sessions. Therapists working with children and youth provide an excellent resource to deliver these programs. Currently Health Services utilizes 3 therapists and would like to increase capacity for those interested to provide more diversity.

Request Resolution: 2	To authorize filling vacancy and request referral to the Personnel Committee to fill full time Senior Account Clerk, Grade 7, with an annual salary of \$43,187. Vacancy is 4/14/23 due to a resignation. (Attachment #2)
Rationale	This position is funded in the current 2023 Health Services budget. The position is responsible for verifying invoices/vouchers, billing for immunizations, assisting with medical supply inventory, preparing transmittals, and other fiscal support activities for Homecare, Early Intervention, Preschool, and Public Health.

Request Resolution: 3	To authorize Chairman of the Board to sign agreements and amendments with current and future insurance companies, providing reimbursement for homecare, immunization, and other services offered by Health Services, without need for Board of Supervisors' approval, in a form approved by the County Attorney. (Attachment #3)
Rationale	Health Services must be a participating provider with insurance companies in order to bill for services. While these agreements do not cost the county, failure to have them in place incurs cost due to inability to bill for services rendered.

V. **Discussion Items:**

Report of Revenues and Expenditures for 2023

Please see **Attachment #4**

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 #5**

Status of Referrals

Please see **Attachment #6 A/B** for the report.

Emergency Response and Preparedness

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

Rabies Report. Please see **Attachment #8** for the report and Rabies Clinic Schedule.

Meetings and Conferences: Informational (Attachments #9)

1. **Jodi Brynes, Supervising Public Health Nurse, will be attending Home Care Association's Annual Conference May 3-5, 2023 at the Saratoga Hilton in Saratoga Springs. The cost is \$599 (Early Bird Rate Member Rate), which is in Health Services budget. (Authorization Request was submitted 3/27/ 2023)**

- VI. **Referrals/Pending Items: None currently.**
- VII. **Privilege of the Floor and Public Comment**
- VIII. **Motion to adjourn**

Attachments:

1. Resolution Request: CPSE Contract Amendment
2. Resolution Request: Senior Account Clerk- Intent to Fill Vacancy Form
3. Resolution Request: Authorize Agreements with Insurance Companies
4. Report of Revenues and Expenditures for 2023
5. Revenue and Expense Comparison Report for 2022 vs 2023
6. Report of Referrals Status A/B
7. Emergency Response and Preparedness Activities Report
8. Rabies Report and Rabies Clinic Schedule
9. Meeting Authorization: HCA Annual Conference May 3-5 2023

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Health Services

DATE: April 26, 2023

- (a) Purpose of Contract Change: **To amend Resolution 716 of 2022 to include provision for CPSE Providers to facilitate Health Services approved educational sessions for staff, therapists, parents, community groups, and/or other individuals working with children through Early Intervention, Committee on Preschool Special Education (CPSE), and Children/Youth Special Health Care Needs at a rate of \$250/session.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **716 of 2022; 547 of 2010**
- (c) Name of Contractor: **TBD**
- (d) Address of Contractor: **TBD**
- (e) Contractor's Contact Person and Telephone Number: **TBD**
- (f) Commencement Date of Extension: **TBD**
- (g) Termination Date of Extension: **Upon 30 days written termination notice rendered by either party.**
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **voucher**)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: **A.4054.444 Physically Handicapped Children (CPSE aka Preschool) Travel/Education/Conference 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. 547 OF 2010

Resolution introduced by Supervisors Sokol, Thomas, Champagne, Taylor, Loeb and McDevitt

AMENDING AGREEMENT WITH STACIE DIMEZZA, SPEECH THERAPIST, TO INCLUDE STAFF EDUCATION FOR THERAPIST - HEALTH SERVICES DEPARTMENT

WHEREAS, Warren County entered into an agreement with _____ (Resolution No. 273 of 2006) to provide certain speech therapy services to children with disabling conditions under the Early Intervention and/or Preschool Children with Disabilities Programs, for amounts set per visit, and for the term commencing April 17, 2006 and terminating upon thirty (30) days written notice by either party, and

WHEREAS, the Director of Public Health/Patient Services has requested to amend the above services to include a provision for staff education for therapists, parents or other individuals with children involved in the Early Intervention and Preschool Special Needs Programs at a rate of Two Hundred Fifty Dollars (\$250) per session, for a term to commence on July 1, 2010 and the Health Services Committee recommends said inclusion, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an amendment agreement with _____, to include a provision for staff education for therapists providing services to children involved in the Early Intervention and Preschool Special Needs Programs at a rate of Two Hundred Fifty Dollars (\$250) per session, for a term to commence on July 1, 2010 in a form approved by the County Attorney, and be it further

RESOLVED, that other than the inclusion of the above described services and commencement date, Resolution No. 273 of 2006 shall remain in full force and effect.

Warren County Board of Supervisors

RESOLUTION NO. 213 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, MCDEVITT, BRAYMER, LEGGETT, LOEB, DRISCOLL, HYDE, MAGOWAN AND SOKOL

AUTHORIZING AGREEMENT WITH BOGSTED, THERESE FOR FREEDOM TORCH CONSULTING, INC. TO PROVIDE COMMITTEE PRESCHOOL SPECIAL EDUCATION (CPSE) SERVICES TO ELIGIBLE WARREN COUNTY CHILDREN

RESOLVED, that Warren County enter into an agreement with Bogsted,

to provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children, for a term commencing May 16, 2019 and terminating May 15, 2020, with automatic annual renewals unless terminated by either party upon thirty (30) days written notice, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.4054 444 Ed/Physically Hand.Children, Travel/Education/Conference.

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

_____, C., a domestic business corporation organized and existing under the Laws of the State of New York, having its principal offices at _____ (the "Provider"), is for the provision of educational and/or health supportive services under the Early Intervention and/or Preschool Children with Disabilities Programs pursuant to Section 4410 of the New York State Education Law.

WHEREAS, "Board" shall mean:

1. a Board of Education as defined in Section 2 of the New York State Education Law; or
2. trustees of a common school district as defined in Section 1601 of the New York State Education Law, and

WHEREAS, "Commissioner" shall mean the Commissioner of Education of the State of New York and/or Commissioner of Health, and

WHEREAS, the Provider warrants that it can meet the needs of children with disabilities placed in its approved program under Section 4410 of the New York State Education Law and in compliance with the Regulations of the Commissioner, and shall comply with all applicable Federal, State and local laws, and

WHEREAS, the Provider has been approved by the Commissioner to provide special education services in accordance with Section 4410 of the New York State Education Law and the Regulations of the Commissioner, and

WHEREAS, Section 4410 of the New York State Education Law requires a contract, in a form approved by the Commissioner, between the Municipality and the Provider of the approved program(s) selected by the Board,

NOW, THEREFORE, in order to make available those services to children with disabilities placed under Section 4410 of the New York State Education Law as determined by the Board, the parties hereto mutually agree as follows:

1. The Provider shall provide, speech therapy and other appropriate services for children with disabilities as specified by the Board of Education.
2. The Provider shall provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children.
3. The Contract Documents consist of the following: this Agreement; Schedule "A;" proof of required insurance as noted in paragraph 11; and Resolution 213 of 2019. These documents

form the Contract, and are attached to this Agreement with the exception of subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

4. All financial arrangements for services under this contract shall be between the Municipality and Provider in accordance with the provisions of paragraph 5 of this contract. The Provider shall be responsible for the delivery of appropriate services provider may employ. The Municipality retains the right, where legally permissible, to bill an appropriate third party insurance and/or Medicaid Provider.

5. The Municipality, in accordance with the provisions of the contract, shall reimburse the Provider for expenditures made for contracted services as follows:

- A. Such payments shall be at the rates approved for CPSE services, and for amounts not to exceed the statutory provisions governed by the Commissioner of Education and/or Commissioner of Health. The rate for services shall be the amount established for such purpose by the Commissioner and certified by the Director of the Budget of the State of New York. Such payments shall be made pursuant to Section (3.C) of this contract.
- B.
 - i. The Provider shall submit a voucher to the Municipality for services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly (not less than monthly nor more than quarterly); and
 - ii. In the event of notification by the Commissioner of an official rate change, the Provider shall submit a voucher to the Municipality for any additional payment due to a rate increase or shall notify the Municipality of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- C. The Municipality shall reimburse the Provider for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Provider. No payment shall be required to be made by the Municipality prior to receipt of Notification of Determination of Placement as specified by State Education Law and/or New York State Department of Health Regulations. The Municipality shall pay for the services provided pursuant to such Notification commencing with the date of enrollment prescribed therein.
- D. No parent or any other person shall be required or requested to make any payment for tuition in addition to the payments made by the Municipality pursuant to this contract.
- E. All claims for payment made to the Municipality by the Provider shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the Municipality.

- F.
 - i. The Provider shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the Provider for nine (9) years after the school year in which services have been provided;
 - ii. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the Board, the Municipality where the Provider is located, the State of New York, acting through the Education Department or the Office of the State Comptroller, Federal and other personnel duly authorized by such Municipality. In addition, such Municipality shall make available any and all copies of such documents to such other Municipalities as may contract with the Provider; and
 - iii. The Provider shall furnish with the voucher required under Section 3(B) of this agreement the following information for all medicaid eligible children enrolled in its program(s) pursuant to Section 4410 of the Education Law:
 - (a) dates of preschool child received Special Education Services; and
 - (b) copy of the child's Individual Education Plan (IEP) or Individual Family Service Plan.
- G. In the case of Health Supportive Services, the Provider shall obtain from the parent or person in parental relationship to the medicaid eligible child and/or the child eligible for third party insurance coverage and receiving services pursuant to Section 4410 of the Education Law:
 - i. written consent to enable the Provider to release educational records of the child to local, State and Federal agency representatives for the sole purpose of claiming reimbursement under applicable insurance and/or the Medical Assistance Program and provided to the Municipality as requested; and
 - ii. The Client Identification Number (CIN) and any other relevant information that may be necessary to bill Medicaid or a third party insurance carrier where legally permissible. Such information shall be submitted to the Municipality in conjunction with the voucher required under Section 3(B) of this agreement.

6. The Provider will maintain the standards set forth by the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that failure to do so shall render this contract void, in which case the Provider shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the Municipality any

amounts already received for that portion of such school year.

7. The Municipality and Provider shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information.

8. This contract shall commence on May 16, 2019 and terminate May 15, 2020, with automatic renewals unless terminated by either party upon thirty (30) days notice; provided, however, that this agreement shall be deemed to have terminated at any time as the Commissioner withdraws approval for the Provider to provide services or programs for children with disabilities. Should the Provider be requesting termination of this contract based on the Provider's intent to cease operation, all specific close down procedures shall be followed by the Provider in accordance with the Regulations of the Commissioner. Written notice of any such termination shall be provided to the Municipality and the Board(s) by the Provider not less than thirty (30) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Provider shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

9. All agreements between Provider and subcontractors shall be by written contract. All subcontracts entered into by the Provider relative to the purchase of services pursuant to the contract shall be written in accordance with all Federal and State laws, regulations and guidelines and shall be as disclosed on the application to the Commissioner for program approval. No provision of any such subcontract shall be deemed to provide for the incurrence of any financial obligation of the Municipality in addition to the established tuition rates. Any arrangements entered into by a Provider with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The Provider shall not be relieved of any responsibility under this contract by any subcontract.

10. The Provider shall not assign this contract without prior written approval of the Board and Municipality which approvals shall be attached to this contract as an amendment. Any consent shall not waive the municipality's right to enforce any part of this agreement.

11. The Provider shall provide the Municipality with Certificates of Insurance showing the following insurance is in place: Professional Liability Insurance (\$1,000,000 occurrence/\$2,000,000 aggregate).

12. In the event the Commissioner withdraws approval for the operation of any program or service authorized to be provided by this Agreement, such action shall constitute an immediate amendment to this contract removing inclusion of such program. In the event that the Provider intends to cease operation of any or all programs or services, the Provider shall give written notice of such intention to the Municipality and the Board(s) not less than thirty (30) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract.

13. This contract is subject to and shall comply with all applicable provisions of Federal and New York State laws or regulations. This contract shall be governed by the Laws of the State of New York. It is understood that the Therapist is qualified to provide speech/language 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.

14. 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.

15. The Provider, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that its agents will neither hold themselves out as nor claim to be officers or employees of the County of Warren, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County of Warren, including, but not limited to, Workers' Compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.

16. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Warren County, its boards, 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 boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Contractor's agents, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of the Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

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

Any type of Sexual Harassment is against Warren County policy and is unlawful. Provider/Contractor acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. Provider/Contractor shall follow

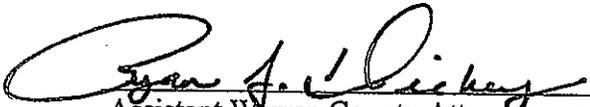
the policy in its entirety. If a complaint does arise, Provider/Contractor is to notify Warren County promptly. To the fullest extent permitted by law, Provider/Contractor shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting for Provider/Contractor and/or agent's breach of this policy.

17. This Agreement shall be void and of no effect unless throughout the life of the Agreement, the Provider shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by provisions of New York State Law.

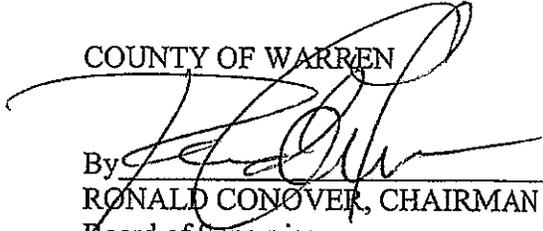
18. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount. All parties further acknowledge that the payment amount listed in the resolution is not controlling, if the contract payment amount is a lesser amount of than what is stated in the resolution.

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

Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN

By 
RONALD CONOVER, CHAIRMAN
Board of Supervisors

Date 10-15-19

B: _____

Date 10/18/19

SCHEDULE "A"
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and **Warren County Health Services, Inc.** (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

(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 Contractor 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 Mary Elizabeth Kissane, Warren County Attorney, Warren County Municipal Center, 1340 State Route Nine, 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, _____,

By _____

Print Name _____

Title: _____

By: 

Print Name: RONALD F. CONOVER

Title: CHAIRMAN, Board of Supervisors

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: 36.05
Title of Position: Senior Account Clerk Base Salary of Position: \$43,187 Grade: 7
Filling at Step # (If Known): _____
Budget code and title: A.4018.110/ Preventive Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 10378/ Phinney Date of Vacancy: 4/14/2023
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. PA 4/16/23
Human Resources Director has approved this form when initialed. PA 4/16/23

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 4/10/23

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 4/18/23

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 Edna A. Trasien Date 4/25/2023

SENIOR ACCOUNT CLERK

DISTINGUISHING FEATURES OF THE CLASS: An incumbent in this position independently performs moderately difficult accounting or financial recordkeeping tasks. Employees generally follow a prescribed routine in the performance of duties and in most cases receive only infrequent general instructions. The work may require a general understanding of specific laws, office rules, procedures and policies. The work is performed under the supervision of a higher-level supervisor and although the incumbent may train lower level clerical workers, supervision need not be a responsibility of this position. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Reviews a variety of complex financial documents, classifies them and distributes items into a variety of accounts according to prescribed procedures and policies;
Posts figures to appropriate accounts, makes all necessary adjustments in balances and verifies/reconciles balance; Tracks, audits and/or monitors a variety of accounts;
Verifies adjustments are made to correct allocations and issues reports as required;
Prepares complex financial and statistical summary reports;
Checks for accuracy of computations and completeness and supervises the preparation of daily, weekly and monthly reports which are compiled into summary reports or claims for state or federal reimbursement;
Prepares in final format accounting and financial statements, payrolls, statistical tabulations and data, form letters, memoranda, vouchers, reports, requisitions or data from various equipment as the source material;
Prepares funds for deposits into book accounts, reconciles accounts and prepares reports from information;
Contacts clients, vendors and other agencies to obtain additional information;
Provides information orally or in writing in response to inquiries on status of accounts;
Conducts correspondence on matters where policies and procedures are well defined;
Processes, sorts, indexes, records and files a variety of control records and reports, or oversee the process;
Performs complex payroll transactions or may prepare payroll and related reports;
May supervise employees by assigning and reviewing completed work and instructing new employees in specialized accounting keeping activities;
May assist in preparation of figures and reports for use in budget preparation;
Uses computer applications or other automated systems such as spread sheets, word processing, calendar, email and database software in performing work assignments; Performs related work as required.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of modern methods of keeping and reviewing financial accounts and records;
Good knowledge of modern office terminology, procedures and equipment;
Ability to make complex arithmetic computations accurately; Speed;
Ability to organize and maintain accurate records and files;
Ability to analyze and organize data and prepare records and reports;
Ability to understand and interpret complex oral instructions and/or written directions;
Ability to perform close, detail work involving considerable visual effort and concentration;
Ability to establish and maintain effective working relationships with others;
Ability to communicate effectively, both orally and in writing;
Ability to operate a computer with a high degree of accuracy and utilize common office software programs including word processing, spreadsheets, and databases to generate necessary reports and input data;
Ability to analyze data and prepare and maintain detailed records and reports.

MINIMUM QUALIFICATIONS:

Graduation from high school diploma or possession of a high school equivalance diploma and:

- A) Associate's Degree or higher in accounting, business or closely related field; or
- B) Two (2) years of experience maintaining financial accounts and records.

NOTE: Education beyond the secondary level must be obtained from an institution that is a regionally accredited or New York State registered college or university.

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: April 26, 2023

- (a) Purpose of Request: **To authorize Chairman of the Board to sign agreements and amendments with current and future insurance companies, providing reimbursement for homecare, immunization, and other services offered by Health Services, without need for Board of Supervisors' approval, in a form approved by the County Attorney.**
- (b) Details: **Health Services must be a participating provider with insurance companies in order to bill for services. While these agreements do not cost the county, failure to have them in place incurs cost due to inability to bill for services rendered.**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **See below for various Health Services Revenue Codes**
- (e) **A.4010.1610 Health Services Revenue for Home Nursing Charges**
- (f) **A.4018.0020.1612 Family Health Revenue for Preventive Nursing Charges**
- (g) **A.4018.0030.1613 Disease Program- Immunization Revenue**
- (h) **A.4018.0030.1615 Disease TB/ Clinic Revenue**
- (i) **A.4054.1603 ED PHC Preschool Revenue**
- (j) **A.4054.0060.1604 ED- PHC Early Intervention Revenue**

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

Resolution No. ____ of 2023

Resolution introduced by Supervisors Frasier, McDevitt, Bruno, Runyon, Geraci, Smith and Stec

**AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH AND PATIENT SERVICES
TO EXECUTE AGREEMENTS WITH VARIOUS HEALTH INSURANCE COMPANIES
FOR REIMBURSEMENT OF SERVICES PROVIDED BY THE
DEPARTMENT OF PUBLIC HEALTH**

WHEREAS, the Department of Public Health is required to be a participating provider with various health insurance companies in order to bill for services rendered by the Department and receive payment for services rendered by the Department, and

WHEREAS, in an effort to optimize and expedite collection of revenue for services provided by the Department of Public Health, the Director of Public Health and Patient Services requested the authority to execute agreements with various health insurance companies for reimbursement of services provided by the Department of Public Health, at no cost to the County, and

WHEREAS, the Health Services Committee approved this request, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Director of Public Health and Patient Services to execute agreements with various health insurance companies for reimbursement of services provided by the Department of Public Health.

Jones, Ginelle

From: Jones, Ginelle
Sent: Monday, April 10, 2023 12:41 PM
To: Elmen, Larry; Taflan, John; DeLorenzo, Tammie
Cc: Driscoll, Tawn; Frasier, Edna (Town)
Subject: Insurance Contracts

Good Afternoon,

I am writing in an effort to gain your input and recommendations as prepare my committee agenda for April.

One of Health Services' 2023 Goals was to reach out to our insurance companies, serving our homecare patients, to request they increase our reimbursement rates. In many situations, this will require amending an agreement. We anticipate we have around 35 insurance companies, however this is totally dependent upon our patients' insurance carriers. These include Medicare, Medicaid, Managed Medicares and Managed Medicaids, along with other 3rd party insurance companies.

I am looking for ideas on how to simplify and/or expedite the process, while following all the rules. With insurance companies, we do not have 2-3 months to sign an agreement, as we lose opportunity to bill for services rendered .

Insurance companies are tricky as their home offices are located all over the US, not just NYS.

- We have to be a "participating provider" to get any compensation for our services.
- Every insurance company has "different rules/conditions of participation," which we must follow to get paid.
- Insurance companies also have their own agreement templates and terms and in most cases are "non - negotiable."
- All agreement and credentialing periods are different lengths and start different months- challenging to organize.
- We also know they "pay, what they pay." All companies are billed the same amount- our cost, but pay different amounts- based on what they will pay- not what we want them to pay.
- Should there be disagreement, county would have to participate in arbitration out of state- however we do not have a choice if we want reimbursement for our services. On another note, it would not be cost effective or worthwhile to pursue arbitration, as insurance companies will always prevail, based on tricky terms.

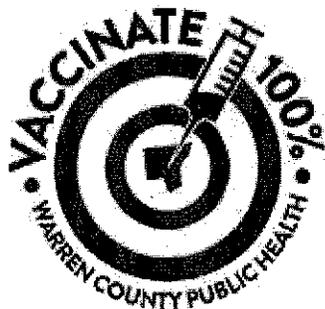
Basically, to get insurance reimbursement, we must agree to their terms. ***If we choose not to, we will not receive any compensation.***

We can request a higher rate for consideration, which is what we want to do, starting ASAP. If we are somewhere between what they are currently paying and what we bill- it is a win! It does not hurt to ask, as all our expenses are going up!

I was hoping for a general resolution to approve agreements with insurance companies. While entering these very individualized insurance agreements does not cost the county anything (We are not paying out money, we are agreeing to terms to receive reimbursement), if we do not have them in place, we are incurring costs for patient care, that could have been reimbursed. Timing is very important.

I look forward to your thoughts. Thank you for your time, guidance, consideration, and recommendations.
Ginelle

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



WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2023 AS OF 4/11/2023 3:08:34 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

	2023 BUDGETED	2023 YTD ACTUAL	2022 Prior Year Totals
EXPENSES			
Salaries - Regular	\$2,911,165.00	\$529,989.90	\$2,130,579.06
Salaries - Overtime	\$152,700.00	\$12,589.30	\$62,381.37
Salaries - Part Time	\$572,495.00	\$67,374.67	\$265,766.35
100's PERSONAL SERVICES	\$3,636,360.00	\$609,953.87	\$2,458,726.77
200's EQUIPMENT	\$556,465.00	\$35,328.72	\$153,138.44
400's CONTRACTUAL	\$7,416,980.30	\$725,282.27	\$5,145,939.42
800's EMPLOYEE BENEFITS	\$1,336,714.25	\$270,482.65	\$1,075,062.81
TOTALS	\$12,946,519.55	\$1,641,047.51	\$8,832,867.44
REVENUES			
	2023 BUDGETED	2023 YTD ACTUAL	2022 Prior Year Totals
	\$10,724,689.25	\$348,489.97	\$5,442,613.72

Above reflects YTD 2023 Financial statements. We are finalizing March Homecare Revenues and have also accrued \$34,171 for WIC February. Prior Year (2022) is not final. Revenues for one Grant and for the Preschool AVL billings are being finalized. Accrued however for 2022, are additional Grant Revenue of \$324,033.01.

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

	YTD 2023	YTD 2022	YTD 23v22	% Change	Total Budget 2023	Total Actual 2022
Total of All Depts						
Regular Salaries	\$529,989.90	\$556,087.56	(\$26,097.66)	-4.69%	\$2,911,165.00	\$2,130,579.05
Overtime Salaries	\$12,589.30	\$21,255.80	(\$8,666.50)	-40.77%	\$152,700.00	\$62,381.37
Part Time Salaries	\$67,374.67	\$89,286.26	(\$21,911.59)	-24.54%	\$572,495.00	\$265,766.35
TOTALS	\$609,953.87	\$666,629.62	(\$56,675.75)	-8.50%	\$3,636,360.00	\$2,458,726.77
% current YTD Salary to Total Budget	16.77%	27.11%				

*Source: Detail G/L report for all Salary Category from 1/1/23-3/26/23 payroll dates.
 Overall, total salaries are \$56,675.75 or 8.50% below 2022 Salaries. Salaries are under 2022 primarily due the fact that less hours have been needed for Contact Tracing, Less Clinic time and also Homecare has less nursing staff. Public Health, still will need to follow up on concerns for the Community related to Covid Activities.

**Warren County Health Services
Revenue and Expense Comparison 2023 vs 2022
as of 4/11/23**

EXPENSES	2023 YTD Actual as of 4/11/23 G/L	2022 YTD as of 4/11/22 G/L	Variance
Salaries - Regular	\$529,989.90	\$556,087.56	(\$26,097.66)
Salaries - Overtime	\$12,589.30	\$21,255.80	(\$8,666.50)
Salaries - Part Time	\$67,374.67	\$89,286.26	(\$21,911.59)
100's PERSONAL SERVICES	\$609,953.87	\$666,629.62	(\$56,675.75)
200's EQUIPMENT	\$35,328.72	\$0.00	\$35,328.72
400's CONTRACTUAL	\$725,282.27	\$878,133.36	(\$152,851.09)
800's EMPLOYEE BENEFITS	\$270,482.65	\$332,979.61	(\$62,496.96)
TOTALS	\$1,641,047.51	\$1,877,742.59	(\$236,695.08)

REVENUES	2023 YTD ACTUAL	2022	Variance
	\$348,489.97	\$59,178.31	\$289,311.66

Comments:

Salaries: (please see previous page) overall are \$56,678.75 or 8.50% below 2022 as of the 3/26/23 payroll. Salaries for 2023 are 16.77% of the budget while in 2022 were 27.11% 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.

Equipment: Equipment for March of 2023 reflects the cost of \$35,001 for the purchase of Air Purifiers for Warren County Schools that are all fully covered by the ELC School Grant.

Contractual Expenses: At this time, Contractual Expenses are below 2022 expenses primarily due to timing of invoices in our Preschool program.

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.

Revenues: Revenues above are Year to Date for 2023 vs 2022. We are in the process of closing March billing for Homecare. Rabies clinics will begin in May and there really has not been much interest in Covid Clinics due to the numbers being low. STD clinics have begun however these are free to the public and covered under our State Aid.

Wairren 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
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	35	35	0	0	0	0	0	0	0	0
PRI	2	0	0	0	0	0	0	0	0	0	0	0
SN Referrals per month	32	34	35	0								
PT Referral	29	20	26	7	7	7	7	7	7	7	7	7
PT only	3	2	7	7	7	7	7	7	7	7	7	7
Total Referrals per month	35	36	42	0	113							
21 vs 22 (%)	-8	13	-11									

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	329	329	0	0	0	0	0	0	0	0
LPN visits	5	0	0	0	0	0	0	0	0	0	0	0
PT visits	211	136	175	175	0	0	0	0	0	0	0	0
OT visits	20	19	16	16	0	0	0	0	0	0	0	0
Speech visits	1	1	1	1	0	0	0	0	0	0	0	0
Total visits per month	521	422	521	0								

Numbers current as of 04/10/23

Attachment 6A

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	1	1	1	1	0	1	2	2	1	1	3
Athol	0	1	1	1	0	1	2	2	2	4	2	1
Bakers Mills	1	1	1	1	1	0	2	2	2	1	1	1
Bolton Landing	2	2	2	2	1	4	2	3	1	2	4	5
Brant Lake	1	1	1	0	0	2	2	3	2	2	2	0
Chesterown	2	6	7	10	8	6	6	5	6	9	7	4
Cleversdale	0	0	0	0	0	0	0	0	0	0	0	0
Diamond Point	0	0	0	0	0	0	1	3	2	1	1	1
Glens Falls	26	36	29	31	27	26	22	22	22	24	22	21
Hague	4	2	2	2	0	1	2	3	1	0	2	2
Johnsburg	2	3	4	5	7	5	4	3	2	2	2	2
Kattskill Bay	0	0	0	0	0	0	0	1	1	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	2	1	2	4	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
Olmsteadville	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
Riparus	0	0	0	0	0	0	0	0	0	0	0	0
Silver Bay	0	0	1	1	1	1	0	0	0	0	0	0
Story 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	2	1	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	2	1	0								
Athol	2	2	1									
Bakers Mills	1	1	1									
Bolton Landing	1	2	3									
Brant Lake	0	2	3									
Chesterown	4	2	4									
Cleversdale	0	0	0									
Diamond Point	0	0	0									
Glens Falls	17	12	13									
Hague	0	1	1									
Johnsburg	3	3	4									
Kattskill Bay	0	0	0									
Lake George	5	4	7									
Lake Luzerne	4	3	3									
North Creek	1	3	3									
North River	0	0	0									
Olmsteadville	0	0	0									
Pottersville	3	3	4									
Queensbury	35	34	43									
Riparus	0	0	0									
Silver Bay	0	0	0									
Story Creek	3	2	1									
Warrensburg	11	9	8									
Wevertown	0	0	0									
Total	93	84	99	0	0	0	0	0	0	0	0	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

March 1st	In Person	ELC Grant Material Delivery 20 cases of gloves 30 cases of masks to Abe Wing School	Dan Durkee Don Stack	Response
March 3rd	In Person	ELC Grant Material Delivery 2 pallets 164 cases of gloves to Queensbury School	Dan Durkee	Response
March 7th	Virtual	Health emergency Preparedness Coalition Mandatory Quarterly State Meeting	Dan Durkee, Don Stack	Planning/Networking
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 23 rd	Webinar	Wastewater Surveillance Training	Ginelle Jones	Planning
March 30th	Webinar	Pandemic Plan Update Guidance Optional Webinar	Dan Durkee	Planning

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

Page 2

Topic Color Codes

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

April 6th	Virtual	ELC Grant Meeting	Marie DeLorenzo, Ginelle Jones	Planning/Response
April 7th	In Person	HVA Meeting at OES	Dan Durkee Don Stack	Planning
April 11 th	Virtual	Regional BT Coordinators Meeting	Dan Durkee, Don Stack	Networking
April 25th	Virtual	Local EPR/LEPC Committee Meeting	Dan Durkee, Don Stack	Planning/Networking

Warren County Public Health Rabies Program March 2023

Town	Different Address Owner/Victim *Follow up by Town ACO				Same Address Owner/Victim * Follow up by Public Health				Out of Town Owner *Follow Up by Public Health				Strays Follow Up by Public Health • Vet's Office • Victim Watching • Victim Treated Rabies PEP • Euthanized Follow Up by ACO Animal needs to be captured and taken to Animal Hospital. Public Health to check after confinement					
	Cats		Dogs		Cats		Dogs		Cats		Dogs		Vet	Victim Watched	Treated with PEP	Refused PEP	Euthanized	ACO Capture
	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD								
Bolton																		
Chester																		
Glens Falls		1			1	1								1 (dog)				
Hague																		
Horicon							2											
Johnsburg																		
Lake George																		
Lake Luzerne		1					2											
Queensbury					1	2	1											
Stony Creek							1											
Thurman																		
Warrensburg																		
Totals																		

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for March – 18
 Specimens tested for rabies this month – 2
 Positive specimens for rabies - 0
 People pre-approved for rabies post exposure treatment – 2

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (Must be approved by Department Head, County Administrator & Committee Chair)
 Out-of-State (Requires Board resolution)

The Health Services (Supervisory Committee) hereby authorizes Jodi Brynes- Supervising Public Health Nurse (Employee Name)

to attend Home Care Association Annual Conference (Name of meeting or organization)

at Saratoga Hilton- Saratoga Springs, NY (Address) on May 3-5, 2023 (Dates)

Meeting/Convention Cost: \$599- Early Bird by 4/17/23 Mode of transportation to be used: County Vehicle (County Vehicle or Mass Transportation)

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

Will drive to Conference each day- Meals Included

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

Notice of meeting or convention including cost. Total Cost of Travel \$ 599 (travel and meeting/convention cost)

For Overnight Travel

Funding in Budget? Y N

Room rate \$ N/A GSA* Rate \$ N/A

Meal costs - GSA* per diem rate \$ N/A Budget Code: A. 4010.444 Health Services Travel/Ed/Conference

* www.gsa.gov

Date: 3/27/2023

Shelley Jones DPH / DRS
 Department Head Signature

Date: 3/22/2023

[Signature]
 County Administrator Signature

Date: 4/11/23

Edna Fraser - *via phone approval*
 Committee Chairman Signature

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

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

Filing Instructions:

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

Jones, Ginelle

From: Home Care Association of New York State <info@hcanys.org>
Sent: Monday, April 10, 2023 9:04 AM
To: Jones, Ginelle
Subject: 2023 HCA Annual Conference: Quiet Quitting Is Out; Staff Retention is In

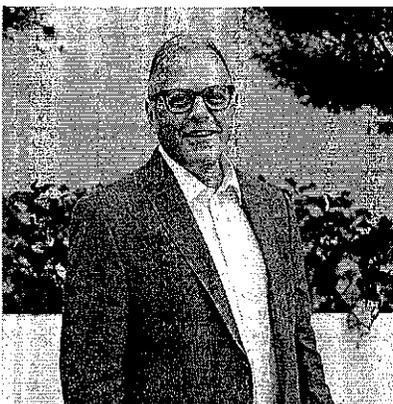
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.



REGISTER NOW FOR THE
2023 HCA ANNUAL CONFERENCE

May 3-5, 2023
Saratoga Springs, NY

Employee retention in a tight labor market has perhaps never been more important than it has been in these post pandemic years that were signified by "The Great Resignation" and "quiet quitting."



Dennis McIntee, a business consultant on several continents, gifted keynote speaker, executive coach and author has developed a systematic approach to helping his clients reach their goals and enact transformational change. Ultimately, Dennis is passionate about helping leaders create high-trust, high-performance cultures while becoming the best version of themselves they can be.

In one of our keynote addresses, Dennis will distill key elements that are central to employee retention, including the eight motives of people and how to

utilize them to develop rapport. He will also share strategies for mastering the skill of artful communication to increase buy-in and help you develop two techniques that will remove the emotional drama that kills engagement.



Other program highlights include:

- Understanding and Positioning Yourself in the Coming \$13B NYS 1115 Waiver
- Creating Drama Free Teams
- Implications of Legalized Cannabis for the Home Care & Hospice Workplace

You won't want to miss our social events:

- 2023 HCA Home Care Awards Luncheon Celebration
- Networking Breakfast
- HCA's Dance Party: Cocktails in the Courtyard @ The Night Owl

Early Bird Registration Ends April 17!

HCA Member Rate: \$599

Non-Member Rate: \$659

[Register Here!](#)

The Saratoga Hilton, Saratoga Springs, NY is the site of the HCA Annual Conference. Rooms at the Saratoga Hilton are \$185 per night. This discounted rate is available until April 14. After this date, higher rates will prevail. Parking is \$10 per night.

To make a reservation, call 888-866-3596 or click [here](#).