

HEALTH SERVICES COMMITTEE
OFFICE FOR THE AGING
February 20, 2024

COMMITTEE MEMBERS: Strainer, Runyon, Gilligan, Bruno, Patchett, Wild, and Thomas

- Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
 1. Request: Authorizing an agreement with St. Lawrence County Health Initiative to provide evidenced based health programs to seniors in Warren and Hamilton Counties.
Rationale: We have a staff member who is currently going through the training program so they can provide evidenced based Chronic Disease Self-Management classes for interested seniors in Warren and Hamilton Counties in collaboration with the St. Lawrence County Health Initiative and North Country Health Heart Network.
 2. Request: Authorizing an agreement with North Country Healthy Heart Network for reimbursement opportunities related to evidenced based health programs.
Rationale: See Above
 3. Request: Authorizing an agreement with North Country Healthy Heart Network to provide scheduling and tracking through COMPASS of participation in evidenced based health programs.
Rationale: See Above
- V. Discussion Items:
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. 03 New Contract – St. Lawrence County Health Initiative
 - a. Partner & Self-Management Resource Center User Agreement
 - b. St Lawrence County Health Initiative, Inc. Business Associate Agreement
2. 03 New Contract – North Country Healthy Heart Network
 - a. Shared Services Agreement
 - b. Business Associate Agreement
3. 03 New Contract – North Country Healthy Heart Network
 - a. Services Agreement (Use of COMPASS software)

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office for the Aging

DATE: 02/7/2024

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Authorizing an agreement with St. Lawrence County Health Initiative to provide evidenced based health programs to seniors in Warren and Hamilton Counties.
- (c) Name of Contractor: St. Lawrence County Health Initiative, Inc.
- (d) Address of Contractor: 6439 County Route 56, Potsdam, NY 13676
- (e) Contractor's Contact Person and Telephone Number: Rae Hesseltine, Office Manager, PH#(315)261-4760, rae@gethelthyslc.org
- (f) Has or will the Contract be provided, if so, please attach: Provided to County Attorney's Office
- (g) Commencement Date of Contract: 1/16/2024
- (h) Termination Date of Contract: Continuing unless terminated upon thirty (30) days written notice by either party
- (i) Payment Provisions:
 - i) lump sum amount No cost to County
 - 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. N/A
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: N/A



Partner and Self-Management Resource Center User Agreement

Purpose:

The St. Lawrence County Health Initiative (SLCHI) has purchased a license to deliver certain programs that have been developed and that are property of Self-Management Resource Center (SMRC). SLCHI shall make use of such Programs (hereinafter "SMRC Programs") available to Warren/Hamilton Counties OFA (hereinafter "PARTNER") under SLCHI's license, subject to PARTNER's acceptance of and compliance with the terms contained herein. The SMRC programs to be made available for use under SLCHI's license are as follows:

- Cancer: Thriving and Surviving (CTS)
- Chronic Disease Self-Management Program (CDSMP)
- Chronic Pain Self-Management Program (CPSMP)
- Diabetes Self-Management Program
- Workplace Chronic Disease Self-Management Program (wCDSMP)

An additional purpose of this Agreement is to establish mutually beneficial partnerships to deliver and expand SMRC programs and National Diabetes Prevention Program (NDDP) in the community.

The St. Lawrence County Health Initiative, Inc. (SLCHI) will monitor an online Network Member project data management system known as COMPASS through agreement with North Country Healthy Heart Network (NCHHN) and will provide specific SLCHI staff with access to this site. The system will serve the PARTNER as a venue for registration, data collection/submission, scheduling and reporting. This requires PARTNER to enter into an agreement with NCHHN.

By entering into this agreement with the St. Lawrence County Health Initiative, Inc. (SLCHI) Evidence Based Lifestyle Program Training & Technical Assistance Center, PARTNER agrees to:

1. Only use SMRC Programs for educational and research purposes, as follows:
 - a) Workshops given by Partner's employees and volunteers. Volunteer is defined as an individual who is not compensated by any organization for the time to give, administer or facilitate any of the programs.
 - b) Leader's training given by Partner's employees, consultants and volunteers. If Partner trains leaders, Partner must request approval by NYSOFA and verify that the third-party trainee(s) organization to be trained has a valid SMRC license. If the trainee(s) organization does not have a valid license they must first obtain a license from SLCHI or directly from SMRC.
 - c) Master Trainings are not a part of this Agreement. SMRC must be contacted before offering any Master Trainings. For information on offsite Master Training fees, find training fees on the SMRC website: <https://www.selfmanagementresource.com/training/>.
 - d) If at any time during the term of this Agreement PARTNER is reimbursed by any third party (other than by grants or North Country Healthy Heart Network), Partner must report to SLCHI a detailed description of the arrangements and the reimbursement amount. Reimbursement related to the use of the Programs must be disclosed to SLCHI, including but not limited to: private insurance companies; government agencies; fees charged for any Leader training; bundling of the Programs with any other service that requires a payment; and/or any other monetization/remuneration.
 - e) PARTNER may not use SMRC Programs except as expressly described in this Agreement.

- f) PARTNER shall follow all requirements and guidelines applicable to the use of SMRC Programs, including but not limited to the SMRC Programs Fidelity Manual, SMRC Programs Administration/Implementation Manual, SMRC Self-Management Programs Certification Guidelines, and SMRC Programs Leader's Manual. PARTNER shall be responsible for knowledge of and familiarity with any applicable guidelines.
 - g) PARTNER will comply with additional reporting instructions, as requested
2. The Partner agrees to deliver a minimum of **one (co-led) SMRC community workshops each year** utilizing trained and active Leaders or Master Trainers and the curriculum currently approved for use by the SMRC. For each workshop, the Partner agrees to recruit and register a minimum number of participants to host the workshop. If the Partner receives approval to host Leader Training, the Partner agrees to recruit and register a minimum of **10 trainees**. If recruitment efforts do not yield the minimum numbers indicated here, the Partner will contact SLCHI for guidance and submit a *Waiver for Reduction in Class Size Request Form* at least 2 weeks prior to the beginning of the workshop and/or training.
3. The Partner will submit all required SMRC Program data via *COMPASS*. Program data requirements for SMRC Programs include:
- a) **For each workshop held**, the Partner must enter the workshop details (i.e., location, dates, time, leader names, etc.) into *COMPASS* before the start of the workshop. Once entered, the Partner must download and print from *COMPASS* all required data forms for the workshop OR enter this information directly into the portal at the time of collection. The contents of the data packets forms must be completely filled out and submitted within 48 hours of completing the workshop by entering the information into *COMPASS*.
 - b) **BEFORE Partner BEGINS a Leader Training:**
 - Partner **MUST** obtain permission from SLCHI to proceed with a Peer Leader Training if the training is to be delivered under the SLCHI Program License. There will be a limited number of trainings permitted on an annual basis. SLCHI is requesting at least a 6 week notice prior to the start of the training; however, you should notify SLCHI as soon as you begin your planning efforts.
 - When notifying SLCHI, Partner will include the following information in the notification and enter into *COMPASS* prior to the training:
 - Training program name, location, dates, and times;
 - Registration/Training Coordinator name, phone number, email;
 - Names of two Master Trainers co-leading the Training; and
 - Whether the Training is to be made Public (i.e., posted to the *COMPASS* Calendar).
- PLEASE NOTE: All SMRC Leaders (or Master Trainers) must work under the direct supervision of an SMRC Licensed organization. The Failure to do so is a violation of the SMRC Self-Management Program's copyright.** If an applicant for training is not: 1) a staff member or volunteer at a SLCHI partner; 2.) a staff member or volunteer at one of your organization's implementation sites; or, 3.) Another organization holding its own SMRC license, then that applicant **cannot** attend the training. Organizations that do not fit any of the above circumstances should be directed to SLCHI or SMRC to discuss partnering options/possibilities.
- c) Partner shall regularly update their list of all active Leaders and Master Trainers in *COMPASS*, including after each Leader Training. Please keep in mind that activity for your Leaders and Trainers is recorded through your regular data entry in *COMPASS*.

4. Marking and Reproduction of Materials

- a) Partner may only reproduce and distribute SMRC Programs for the sole purpose of administering the Programs as permitted under this Agreement. All training materials and manuals that are produced must include the following notice on the inside cover: "Self-Management Resource

Center, LLC, 1980 - 2024. All rights reserved. All or portions of this material include copyrighted materials belonging to Self-Management Resource Center. To obtain a license please contact the Self-Management Resource Center.” All program materials and all advertising materials including but not limited to flyers, emails and any websites used to describe the Licensed Content and Licensed Programs must display the following subtitle “An SMRC Evidence-Based Self-Management Program originally developed at Stanford University” and the SMRC logo. Any other use of the Program in whole or part is prohibited. A reproduction of this Agreement must be inserted into all manuals at the place indicated in the manual.

- b) Partner agrees to contact SLCHI for permission to reproduce or distribute SMRC Programs or any material derived or excepted from SMRC Programs for any use not specifically granted in this Agreement.

5. Restrictions and Audit

- a) Partner may not create derivatives of SMRC Programs without the express written permission of SMRC.
- b) Partner may not otherwise commercially exploit SMRC Programs or any material derived from or based upon SMRC Programs.
- c) Partner will coordinate with SLCHI and/or SMRC to provide access to any contractual records to determine whether any monetization of SMRC Programs has occurred and to verify payments due per the terms of this Agreement.

6. Unless provided otherwise in this Agreement, all communications referenced in this Agreement shall be directed to the following email address: health@getthehealthyslc.org

7. Provide opportunities for information sharing where appropriate to support other programming. This includes attending quarterly program coordinator/peer leader meetings.

8. Provide suitable virtual or physical space for workshops (accessible and relatively private large room).

9. Provide program materials necessary for implementation of each program with fidelity. This includes but is not limited to flip charts, markers, scrap paper, pens, water, etc. If virtual opportunity, the virtual space is provided by PARTNER. This must include a camera that will be on for the entire workshop.

10. PARTNER will appoint an Evidence-Based Program Coordinator; contact information is to be provided, and SLCHI will be notified of any and all changes. This information will be shared on Appendix A, which will be updated by PARTNER as soon as changes are made.

11. Enter into a partner agreement with North Country Healthy Heart Network to access the “Compass” online data system for tracking purposes. PARTNER will:

- a) Submit, in approved electronic format, ongoing program information and data to SLCHI, using standard data tools found on COMPASS. From time to time, the PARTNER may be asked and/or may volunteer to participate in additional data collections. The PARTNER understands that PARTNER data will be provided to funders of SLCHI in de-identified and/or aggregate form.
- b) The PARTNER will secure all data records and protected personal and health information collected from participants in a locked location and in compliance with the current HIPAA regulations as applicable until transmitted to SLCHI. If data is electronically submitted to SLCHI (i.e., entered in COMPASS or sent as an encrypted file, or sent via secure direct messaging), the PARTNER has the responsibility to either destroy the original paper data records by shredding and/or electronic purging or will secure the paper data records in a locked location and any electronic files on a password-protected computer until they are destroyed. Electronic copies of data records may be

held for periods greater than three years and will be maintained only on a HIPAA compliant data portal or other secure server. Electronic records no longer needed by SLCHI or PARTNER will be destroyed.

The St. Lawrence County Health Initiative, Inc. agrees to:

1. Notify PARTNER when Peer Leader/Lifestyle Coach Trainings are scheduled; to include any program updates and certification refreshers.
2. Promote and market SMRC Programs and NDPP workshops through website, social media, newsletter, and community calendars.
3. Support the monitoring of workshop Peer Leaders/ Lifestyle Coaches to assure program fidelity and quality.
4. Recognize PARTNERS in program materials and resources as agreed upon in advance.
5. Share relevant information with partners, as appropriate.
6. Host periodic technical assistance calls or in person meetings for CDSME Peer Leaders/ NDPP Lifestyle Coaches within the North Country Region.
7. Serve as a resource and mentor to PARTNER.
8. Coordinate delivery of reference books and CDs for participants as needed for CDSME workshops.
9. Assist in finding leaders if PARTNER is unavailable to provide the required two leaders for any given workshop.

Term and Termination:

This Agreement may be amended or terminated at any time at the written request of either party. This Agreement shall become effective upon signature by the authorized officials from SLCHI and PARTNER and will remain in effect until amended or terminated in writing. SLCHI participation for delivery of Evidence-Based Programs is contingent on continued funding for SLCHI as Evidence-Based Lifestyle Program Technical Assistant & Training Center.

Authorization

In acknowledgement of the foregoing requirements of this Agreement, the authorized signatory of Partner hereby agrees to comply with the terms and conditions of this Agreement in Partner's use of SMRC Programs under SLCHI's license.

PARTNER: Warren/Hamilton Counties Office for the Aging

St. Lawrence County Health Initiative, Inc.

Authorized by: _____

Authorized by: _____

Printed Name: Kevin Geraghty

Printed Name: Anne Marie Snell

Title: Warren County Chairman

Title: Executive Director

Date: _____

Date: _____



St. Lawrence County Health Initiative, Inc.

BUSINESS ASSOCIATE AGREEMENT

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

Recitals

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

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

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

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

WHEREAS, Covered Entity and Business Associate agree as follows:

1. DEFINITIONS

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

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



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

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

2. Business Associate Obligations

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



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

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

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

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

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

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

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



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- 1.2 Performance of Covered Entity's Obligations.** To the extent Business Associate has agreed to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- 1.3 Access and Amendment.** Business Associate shall notify the Covered Entity of receipt of a request received by Business Associate for access to, or amendment of, PHI. The Covered Entity shall be responsible for responding, or objecting, to such requests.
- 1.3.1 Access.** Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an individual request for access to PHI under 45 C.F.R. § 164.524.
- 1.3.2 Amendment.** Upon request and instruction from Covered Entity, Business Associate shall make available PHI for amendment and incorporate any amendments to such PHI in accordance with 45 C.F.R. §164.526.
- 1.4 Accounting.** Business Associate agrees to document disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance; and provide to Covered Entity information collected in accordance with this Section. In the event an individual delivers the initial request for an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity.
- 1.5 Marketing.** Business Associate shall not use or disclose PHI for "marketing" (as defined in 45 C.F.R. § 164.501) without obtaining an authorization for such use or disclosure pursuant to 45 C.F.R. §164.508(a)(3), unless the marketing is in the form of: (a) a face-to-face communication by Business Associate to an Individual; or (b) a promotional gift of nominal value provided by Business Associate. If the marketing involves financial remuneration (as defined in paragraph (3) of the definition of "marketing" at 45 C.F.R. § 164.501), the authorization must state that such remuneration is involved.
- 1.6 Sale of PHI.** Business Associate shall not disclose PHI in a manner that constitutes a "sale of PHI" (as defined in 45 C.F.R. § 164.502(a)(5)(ii)(B)) unless Business Associate obtains an authorization for such disclosure pursuant to 45 C.F.R. § 164.508(a)(4). Any such authorization must state that the disclosure will result in remuneration to Business Associate.
- 1.7 Security Obligations.** Business Associate shall implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45



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

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

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

2. Notification Obligations

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

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

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

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

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

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



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

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

3. Covered Entity's Obligations

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

4. Term and Termination

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



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

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

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

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



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

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



St. Lawrence County Health Initiative, Inc.

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

For Covered Entity Name: St. Lawrence Health Initiative, Inc.	For Business Associate Name:
By: _____	By: _____
Print Name: <u>Anne Marie Snell</u>	Print Name: <u>Kevin Geraghty</u>
Title: <u>Executive Director</u>	Title: <u>Warren County Chairman</u>
Date: _____	Date: _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office for the Aging

DATE: 02/7/2024

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Authorizing an agreement with North Country Healthy Heart Ntwork to provide evidenced based health programs to seniors in Warren and Hamilton Counties.
- (c) Name of Contractor: North Country Healthy Heart Network, Inc.
- (d) Address of Contractor: 132 Bloomindale Ave, Suite2, Saranac Lake, NY 12893
- (e) Contractor's Contact Person and Telephone Number: Ann Morgan, PH#(518)897-8951, amorgan@heartnetwork.org
- (f) Has or will the Contract be provided, if so, please attach: Provided to County Attorney's Office
- (g) Commencement Date of Contract: 1/16/2024
- (h) Termination Date of Contract: 1/15/2025, with option for annual renewals
- (i) Payment Provisions:
 - i) lump sum amount No cost to County
 - 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. TBD
- (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 TBD

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of the 16th day of January, 2024 (the “Effective Date”) by and between **North Country Healthy Heart Network, Inc.**, a New York not-for-profit corporation which is located at **132 Bloomindale Ave, Ste. 2, Saranac Lake, NY 12983** (“**NCHHN**”) and **Warren/Hamilton Office for the Aging**, a New York area office on aging which is located at 1340 State Rt. 9, Lake George, NY 12845 (“**Client**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. **NCHHN** has contracted with an entity called Albany Designs, Inc., to provide a product called Compass, which is an online registration and data management tool designed to assist organizations in the local development and delivery of evidence-based health programs, to **NCHHN**’s clients;
- B. **CLIENT** wishes to contract with **NCHHN** to gain access to the Compass platform, to have **NCHHN** perform certain data analytics with data uploaded thereto, to have **NCHHN** use the data analytics to seek sources of payment, and to have **NCHHN** provide certain ancillary services related thereto (“**Services**”); and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS

- 1. **Services.** **NCHHN** shall provide access to the Services on or about January 1, 2024. **NCHHN** shall use commercially reasonable efforts to provide all Services in a timely manner. Client shall comply with all Client Responsibilities. If Client does not comply with all Client Responsibilities, the **NCHHN** shall have no obligation to provide the Services. **NCHHN** is providing the Services for free pursuant to a grant as such the Services are “as-is” and “with all faults.” The Client Responsibilities shall be as follows:
 - a. Client will use COMPASS only for its internal use, specifically to track data and generate reports related to evidence-based health promotion and self-management programs supported by COMPASS software. No other use of COMPASS is permitted.
 - b. Client shall not share access to COMPASS with any other agency, organization or entity.
 - c. Client shall not use COMPASS for any commercial or money-making purpose.
 - d. Client shall not modify or create any derivative of COMPASS.
 - e. The Client will apply standard safeguards regarding data records and personal and health information collected from program participants, including securing such information in a locked location until such time as they are entered into COMPASS.

- f. The Client retains all responsibility regarding the proper maintenance and/or destruction of all original data records following entry into COMPASS.
- g. The Client shall not disclose any personal information collected from program participants and shall require that all personnel provided with access to COMPASS agree to the same.
- h. The Client shall be responsible for possessing the necessary license for any program supported by COMPASS software that Client delivers. The Client shall be responsible for compliance with all program-specific requirements, as specified by the developers/licensors of the program, including ensuring that all program personnel and/or volunteers have undergone the proper training and adhering to all required fidelity and quality assurance measures applicable to the program.
- i. The Client shall not modify the developer-approved curriculum of any program supported by COMPASS software in any way without the express written permission of the program's developer.

2. Confidentiality.

- a. *Definition.* As used in this Agreement, “**Confidential Information**” means, with respect to a Party, confidential business, financial, operational, customer, vendor or other information of such Party including (without limitation) all information pertaining to such Party's business model, its pricing and business strategies, its policies and procedures, any methods of doing business developed by such Party, any programs or techniques developed by such Party and any other type of proprietary data or trade secrets relating to such Party's business, and any financial or other information of or about such Party not in the public domain, which is disclosed by such Party to the other Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects.
- b. *Exclusions.* Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (ii) is rightfully known to the receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; (iv) the receiving Party rightfully obtains from a third party without restriction on use or disclosure or obligation of confidentiality; or (v) is disclosed with the prior written approval of the disclosing Party.
- c. *Use and Disclosure Restrictions.* As between the Parties, each Party's Confidential Information shall be and remain solely and exclusively the property of such Party. Each Party shall maintain the confidentiality of the other Party's Confidential Information using at least the same level of care that it uses to maintain the confidentiality of its own information of a similar nature, but with not less than reasonable care. Neither Party may use the other Party's Confidential

Information except as expressly permitted herein, and neither Party may disclose the other Party's Confidential Information to any third party, except to the employees and third-party contractors of such Party that have a need to know such information to fulfill their duties or obligations to such Party and that are subject to legally binding obligations of confidentiality at least as protective of such Confidential Information as those set forth herein. Each Party may use the Confidential Information of the other Party as necessary to fulfill its obligations and exercise its rights hereunder. Either Party may notify the other of additional restrictions, in the form of a data use agreement(s) or otherwise, with regard to information received from third parties and upon such notice those restrictions shall be incorporated herein by reference as the standard of care for said information. A breach of the obligations created by such restrictions shall be a material breach of this Agreement. Each Party may disclose Confidential Information of the other Party as required by law and pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that, unless prohibited by law, the disclosing Party gives prior written notice of the required disclosure to the other Party and allows it to contest the applicable order or requirement. In connection with the foregoing, the receiving Party shall limit disclosure to necessary information to comply with the order or requirement of a court, administrative agency, or other governmental body.

- d. *Return or Destruction.* Each Party's obligations with respect to Confidential Information set forth in this Section 2 shall continue in force and effect throughout the term of this Agreement and: (a) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as, without breach hereof, such trade secret status is maintained; and (b) with respect to any other Confidential Information, for a period of five (5) years after termination or expiration of this Agreement.
- e. *Protected Health Information.* To the extent that either NCHHN, in performing its obligations hereunder, acts as a business associate it shall execute a business associate agreement, which shall supersede this Section 2.

3. Term, Termination and Survival.

- a. *Term.* This Agreement shall commence on the January 1, 2024 and expire on December 31, 2024.
- b. *Termination.*
 - i. This Agreement may be terminated by mutual written agreement of the Parties.
 - ii. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party.
 - iii. Either Party may terminate this Agreement upon written notice to the other Party, if the other Party materially breaches this Agreement and fails

to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party reasonably describing the breach.

- iv. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event that (a) all or a substantial portion of the other Party's assets are transferred to an assignee for the benefit of creditors or to a receiver or trustee in bankruptcy; (b) a proceeding is commenced by or against the other Party for relief under the bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days; or (c) the other Party is adjudged bankrupt or insolvent. NCHHN may terminate immediately in the event its grant funding for Compass is unavailable.
 - c. *Effect of Termination.* Upon termination of this Agreement, the sole liability of the Parties shall be for (i) obligations accruing prior to the date of termination and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.
 - d. *Survival.* The terms and provisions of this Agreement that by their nature or context may reasonably be inferred to have been intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration.
4. Independent Contractor. The relationship of the Parties is that of independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture, or employer-employee relationship. Nothing in this Agreement shall be deemed to constitute either Party the agent of the other Party.
5. Indemnification.
- a. *Indemnification Obligations.* Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, directors, employees, agents, and volunteers, for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, asserted or incurred in connection with the indemnifying Party's negligent acts or omissions or other unlawful conduct in carrying out services, or in relation to its performance, under this Agreement, which indemnification will survive the termination of this Agreement.
 - b. *Indemnification Procedures.* The indemnified Party shall promptly notify the indemnifying Party in writing of any claim that might give rise to a claim for indemnification hereunder and shall cooperate fully with the Party providing indemnification. The Party providing indemnification shall have the right to assume and manage the defense of such claim, with counsel chosen by it reasonably acceptable to the indemnified Party. No claim for indemnification hereunder may be made with respect to a claim that the Party seeking indemnification settles without the consent of the indemnified party, provided that such consent shall not be unreasonably withheld.
6. Compliance with Law.

- a. General. Each Party, in the performance of its obligations hereunder, shall comply with all applicable federal, state and local laws, rules and regulations.
 - b. Compliance. NCHHN agrees that it shall be subject to Client's compliance program to the extent that this Agreement involves a Client compliance risk area. NCHHN shall cooperate with Client in carrying out its compliance program and train personnel performing services on Client policies and procedures Client determines are relevant to the scope of NCHHN's contracted authority and compliance risk areas related thereto. It shall be a breach of this Agreement for NCHHN to violate any such policies and procedures or to otherwise be in violation of or fail to cooperate with Client's compliance program. Notwithstanding, any provision of this Agreement to the contrary, Client, may terminate this Agreement for breach of the provisions of this Section. Client hereby provides notice and NCHHN agrees that the Client's conflict of interest policy is relevant to the scope of NCHHN's contracted authority and that NCHHN has received a copy of said conflict of interest policy.
7. Insurance - Client agrees to carry insurance with coverages and amounts that are commercially reasonable for its business and the scope of this contract. Each such policy shall name NCHHN as additional insured as its interest may appear. Upon request of NCHHN, client shall furnish NCHHN with proof of the insurance required by this agreement.
8. Miscellaneous.
- a. *Assignment*. Except as otherwise provided in this Section 8.a, no Party may assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
 - b. *Governing Law; Venue*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to, or application of, conflicts of laws principles. The exclusive venue for all legal or equitable actions or proceedings arising out of or related to this Agreement shall be in an appropriate federal or state court located in Franklin County, New York, and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts and waives any claim that such courts do not constitute a convenient and appropriate venue for such actions or proceedings.
 - c. *Waiver*. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
 - d. *Entire Agreement*. This Agreement and any amendments hereto, constitutes the complete understanding and agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to such subject matter. Any waiver,

modification, or amendment of any provisions of this Agreement shall be effective only if in writing and signed by duly authorized representatives of the Parties.

- e. *Warranties.* NCHHN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- f. *Severability; Order of Precedence.* If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- g. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- h. *Changes in Law.* In the event that any state or federal laws or regulations now existing or hereafter enacted or promulgated are interpreted by judicial decision, a regulatory agency, or either Party's legal counsel in such a manner as to indicate that any provision of this Agreement may be in violation of any such laws or regulations, the Parties shall promptly confer and attempt in good faith to negotiate and agree upon a reasonable amendment to this Agreement that preserves the relative underlying economic and financial benefits contemplated by this Agreement for the Parties as of the Effective Date.
- i. *Notices.* All notices, requests, demands, and approvals hereunder shall be in writing and sent to the address of the applicable Party set forth on the first page of this Agreement (as updated by such Party from time to time by notice delivered in accordance herewith) and shall be deemed to have been given upon: (a) personal delivery; (b) close of business of the third business day after mailing via registered or certified mail, postage prepaid, through the United States Postal Service; (c) sending via email with confirmation of transmission; or (d) delivery by a nationally recognized express carrier service.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTH COUNTRY HEALTH HEART
NETWORK, INC.

By: _____

Name: Ann Morgan

Title: Executive Director

WARREN/HAMILTON OFFICE FOR THE
AGING

By: _____

Name:

Title:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made effective the 16th day of January, 2024, by and between Warren/Hamilton Office for the Aging, hereinafter referred to as a “Covered Entity”, and NORTH COUNTRY HEALTHY HEART NETWORK, INC., hereinafter referred to as “Business Associate”, (each a “Party” and collectively the “Parties”).

RECITALS

Covered Entity and Business Associate are parties to an agreement (“Underlying Agreement”) pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Title XIII, The Health Information Technology for Economic and Clinical Health Act (“HITECH”), of the American Recovery and Reinvestment Act (“ARRA”).

The parties desire to comply with the requirements set forth in the Privacy and Security Regulations and HITECH concerning the privacy of PHI.

The purpose of this Agreement is to comply with the requirements of the Privacy Rule, the Security Rule, and HITECH, including but not limited to the Business Associate Requirements at 45 C.F.R. Section 164.504(e).

Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION I – DEFINITIONS

- 1.1 **Definitions.** Unless otherwise provided in this Agreement, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 C.F.R. Sections 160 and 164, and HITECH and its related regulations.

SECTION II – OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 **Use/Disclosure of PHI.** In connection with its use and disclosure of PHI, Business Associate agrees that it shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by law.
- 2.2 **Safeguards for Protection of PHI.** Business Associate agrees to implement and maintain appropriate Technical, Physical, and Administrative Safeguards to prevent the use or disclosure of PHI other than as provided in this Agreement.
- 2.3 **Compliance with HITECH Act and Regulations.** Business Associate will comply with the requirements of HITECH, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by the Department of Health and Human

Services (“HHS”) to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.

- 2.4 Compliance with State Law. Business Associate shall comply with all other applicable Federal and New York State Laws and Regulations Concerning Confidentiality of PHI including, but not limited to, rules pertaining to the confidentiality of alcohol abuse records at 42 C.F.R. Part 2, New York State Public Health Law, New York State Civil Practice Laws and Rules, New York State Mental Hygiene Law, New York State Education Law, and any other regulations or formal guidance under these laws.
- 2.5 General Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI by it, which is not provided for by this Agreement, that Business Associate discovers.
- 2.6 Reporting of Breaches of Unsecured Protected Health Information. Business Associate will report in writing to Covered Entity’s Privacy Officer any Breach of Unsecured PHI, as defined in the Breach Notification Regulations, within ten (10) business days of the date Business Associate discovers the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations.
- 2.7 Mitigation. Business Associate shall make reasonable efforts to mitigate any harmful effects arising from any improper use and/or disclosure of PHI.
- 2.8 Subcontractors. Business Associate shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to Business Associate with respect to PHI. Prior to disclosing PHI to any subcontractor or agent, Business Associate shall enter into a written agreement with such subcontractor or agent that comports with the Business Associate contracting requirements under HIPAA. Such written agreement shall identify Covered Entity as a third party beneficiary with rights of enforcement in the event of any violation. A copy of such agreement shall be provided to Covered Entity upon execution. Business Associate shall ensure that any disclosures of PHI to its subcontractors, agents, or other representatives shall only be the Minimum Necessary to perform or fulfill a specific function required or permitted under this Agreement and delegated to the subcontractor through its subcontract with Business Associate.
- 2.9 Access by Individuals. Business Associate shall provide Covered Entity with access to and copies of PHI, including PHI maintained in a Designated Record Set, and shall provide electronic copies of Electronic PHI in a format designated by Covered Entity, within fifteen (15) business days of a request by Covered Entity, consistent with the access rights of Individuals under 45 CFR 164.524.
- 2.10 Access by Department of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity’s or Business Associate’s compliance with the HIPAA privacy regulations.
- 2.11 Access by Covered Entity. Upon reasonable notice, Business Associate shall make its internal practices, book, and records relating to the use and disclosure of PHI available to Covered Entity for purposes of determining Business Associate’s compliance with the terms of this Agreement and Business Associate’s compliance with HIPAA and HITECH.

- 2.12 Accountings of Disclosures. If Business Associate discloses any PHI, Business Associate shall make available to Covered Entity the information necessary for Covered Entity to provide an Accounting of Disclosures to any Individual who requests such an Accounting, or, in the alternative, Business Associate shall provide an accounting of disclosures directly to the requesting Individual, if requested by Covered Entity. Business Associate shall log or otherwise document all disclosures of PHI and any and all information relating to such disclosures in a manner consistent with the obligations of Business Associate to respond to a request by an Individual for an Accounting of Disclosures in accordance with 45 CFR §164.528. Such log of disclosures shall be maintained for not less than six years after the disclosure of PHI.
- 2.13 Amendment of PHI. To the extent applicable, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to Covered Entity's obligations under the Privacy Rule.
- 2.14 Restrictions and Revocations. Business Associate shall abide by all restrictions in the use and/or disclosure of an Individual's PHI to the extent directed or agreed to by Covered Entity pursuant to 45 CFR 164.522. Business Associate shall abide by all revocations of authorizations regarding the use and/or disclosure of PHI to the extent directed or agreed to by Covered Entity.
- 2.15 Indemnification. Business Associate acknowledges that it is liable for any breach of the Privacy Rule and Security Rule arising out of its acts and omissions with regard to PHI. As such, Business Associate promises to indemnify and defend the Covered Entity from any action, proceeding, or governmental agency investigation or enforcement activity arising out of Business Associate's improper actions with regard to PHI obtained from or on behalf of Covered Entity pursuant to the Underlying Agreement.

SECTION III – PERMITTED USES AND DISCLOSURES

- 3.1 General. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may utilize PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are required by law, or that Business Associate obtains written assurances from any entity to which the PHI is disclosed that the PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such entity.

SECTION IV – SECURITY

- 4.1 Business Associate agrees to implement the Security Rule (security standards as set out in 45 C.F.R. parts 160, 162 and 164), Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 4.2 Business Associate agrees to report to Covered Entity any Security Incident of which it becomes

aware in writing within ten (10) business days.

- 4.3 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 4.4 Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement the Security Rule, Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic Protected Health Information.
- 4.5 Business Associate agrees to make its policies, procedures, and documentation relating to the safeguards described herein available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Security Rule.

SECTION V – TERM & TERMINATION.

- 5.1 Term and Termination. This Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. The parties acknowledge and agree that the terms and conditions stipulated in this Agreement shall apply to any future written or oral agreements between Covered Entity and Business Associate which involve the use, maintenance, or disclosure of PHI, whether or not this Agreement is incorporated by reference into future agreements executed between the parties.
- 5.2 Termination for Cause. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may in its sole discretion choose to provide the other party with notice of the existence of an alleged material breach and provide the other party an opportunity to cure the alleged material breach. In the event the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately terminate this Agreement.
- 5.3 Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate shall, if feasible, return or securely destroy all of the PHI that Business Associate maintains in any form and shall not retain any copies of such PHI. If Business Associate believes that it is not feasible to return or securely destroy any such PHI, Business Associate shall so notify Covered Entity in writing. In the event that Covered Entity concurs that the return or secure destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

SECTION VI – MISCELLANEOUS

- 6.1 Amendment. The parties agree that this Agreement shall be deemed automatically amended, by force of law and without further act of the parties, to incorporate any and all amendments to HIPAA or HITECH by statute, regulation or Department of Health and Human Services directive, rule or policy, or an interpretation by any court of competent jurisdiction.

- 6.2 Interpretation. Any ambiguity in this Agreement shall be resolved in a manner that brings the Agreement into compliance with the then most current version of HIPAA and the HIPAA privacy regulations.
- 6.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any other person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 6.4 No agency relationship. In relation to the use, maintenance, and disclosure of PHI that Business Associate received from or on behalf of Covered Entity, Business Associate shall not be an agent of Covered Entity, within the scope of the definitions of agent or agency relationship under Federal common law. The parties acknowledge that Covered Entity shall not have authority to direct or control Business Associate's conduct to an extent or in a manner that would give rise to an agency relationship under Federal common law.

[This space is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

Warren/Hamilton Office for the Aging

By: _____

Title: _____

Date: _____

North Country Healthy Heart Network, Inc.

By: _____

Title: _____

Date: _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office for the Aging

DATE: 02/7/2024

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Authorizing an agreement with North Country Healthy Heart Network to provide scheduling and tracking through COMPASS of participation in evidenced based health programs.
- (c) Name of Contractor: North Country Healthy Heart Network, Inc.
- (d) Address of Contractor: 132 Bloomindale Ave, Suite2, Saranac Lake, NY 12893
- (e) Contractor's Contact Person and Telephone Number: Ann Morgan, PH#(518)897-8951, amorgan@heartnetwork.org
- (f) Has or will the Contract be provided, if so, please attach: Provided to County Attorney's Office
- (g) Commencement Date of Contract: 1/1/2024
- (h) Termination Date of Contract: 12/31/2024, with option for annual renewals
- (i) Payment Provisions:
 - i) lump sum amount No cost to County
 - 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. N/A
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: N/A

SHARED SERVICES AGREEMENT

This Shared Services Agreement (“Agreement”) is made effective as of the 16th day of January, 2024 (the “Effective Date”) by and between **North Country Healthy Heart Network, Inc.**, a New York not-for-profit corporation which is located at **132 Bloomindale Ave, Ste. 2, Saranac Lake, NY 12983** (“NCHHN”) and **Warren/Hamilton County Office for the Aging**, a area office on aging which is located at 1340 State Rt. 9, Lake George, NY 12845 (“**Service Provider**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. **NCHHN** is a social determinants of health provider that is contracted by one or more payors and/or counterparties to provide services to the region Service Provider is located in;
- B. **Service Provider** is critical access hospital serving communities located in NCHHN’s service area;
- C. **NCHHN** wishes to contract with **Service Provider** to provide services to be specified on one or more Service Orders within **Service Provider’s** service area; and
- D. The Parties wish to enter into this Agreement to facilitate the sharing of personnel, processes, equipment, software and knowhow.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS

1. Services.

- a. *Service Orders.* The services to be provided by a Service Provider to NCHHN hereunder, or to be shared by the Parties (the “**Services**”) shall be set out in one or more service orders (each, a “**Service Order**” and collectively, the “**Service Orders**”) that reference this Agreement and are executed by the duly authorized representatives of the Parties. Each Service Order shall include (a) a description of the Services to be provided under such Service Order; (b) any specifically identifiable deliverables to result from the Services under such Service Order; (c) the timeframe or schedule applicable to the Services to be provided under such Service Order; (d) the fees to be paid for the Services set forth in such Service Order, including a payment schedule if applicable and (e) such other terms and conditions as the Parties may mutually agree. Each Service Order shall be governed by and subject to the terms of this Agreement and deemed incorporated herein. An initial Service Order is attached hereto as Schedule A.
- b. *Changes to Service Orders.* If NCHHN requests a change to the scope of Services or any other terms described in any Service Order, the Parties shall promptly confer and negotiate in good faith to attempt to reach mutual agreement on a written amendment (“**Change Order**”) to such Service Order. No change to the scope of the Services to be provided under any Service Order or any other change to the

terms of a Service Order shall be effective unless mutually agreed to in writing by the Parties.

- c. *Standard of Care.* Service Provider shall ensure that all Services provided by Service Provider will be performed by competent, appropriately qualified and skilled personnel, in a timely, professional, competent and businesslike manner, and in compliance with all applicable laws and regulations, and the provisions and requirements of this Agreement. Service Provider shall use commercially reasonable efforts to provide all Services in a timely manner in accordance with any timeframe or schedule set forth in the applicable Service Order. In the event that Service Provider provides Services at NCHHN's site, Service Provider shall comply at all times with the policies and procedures of NCHHN with respect to such NCHHN's information systems, networks, equipment, property or facilities, provided that Service Provider has actual notice of such policies and procedures, and such policies and procedures do not conflict with this Agreement or any applicable Service Order.
2. Removal of Personnel. If the performance or conduct of any employee or contractor of Service Provider is not reasonably satisfactory to NCHHN, or is not in compliance with the provisions of this Agreement or the applicable Service Order, NCHHN may provide written notice thereof to Service Provider, which notice shall specify, in reasonable detail, the basis for claiming that such performance or conduct is not reasonably satisfactory, or is not in compliance with this Agreement or the applicable Service Order, and Service Provider shall promptly address such performance or conduct. In the event that such performance or conduct is not addressed, to the reasonable satisfaction of NCHHN within thirty (30) days of the provision of such written notice, Service Provider shall remove and replace such employee or contractor with another person possessing the appropriate knowledge, skills and expertise to provide the Services in a manner that is reasonably satisfactory to NCHHN.
3. Fees and Expenses.
 - a. *Fees and Expenses.* NCNNH will pay Service Provider for the Services provided under any Service Order in the amounts set forth on such Service Order.
 - b. *Payment Terms.* Unless expressly otherwise provided in any given Service Order, all fees due hereunder for any Services provided under any Services Order shall be due and payable within thirty (30) days after receipt of an invoice for such Services.
4. Intellectual Property. Except as otherwise provided in a Services Order, as between the Parties, NCHHN is sole and exclusive owner of any ideas, data, concepts, know-how, techniques, software, processes, methods, models, discoveries or improvements developed or created pursuant to the Services by NCHHN (alone or jointly with Service Provider) or by Service Provider. Service Provider shall, without further cost or expense to NCHHN, execute an assignment or such other documents reasonably requested by NCHHN to transfer Service Provider's rights to NCHHN.

5. Confidentiality.

- a. *Definition.* As used in this Agreement, “**Confidential Information**” means, with respect to a Party, confidential business, financial, operational, customer, vendor or other information of such Party including (without limitation) all information pertaining to such Party’s business model, its pricing and business strategies, its policies and procedures, any methods of doing business developed by such Party, any programs or techniques developed by such Party and any other type of proprietary data or trade secrets relating to such Party’s business, and any financial or other information of or about such Party not in the public domain, which is disclosed by such Party to the other Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects.
- b. *Exclusions.* Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (ii) is rightfully known to the receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information; (iv) the receiving Party rightfully obtains from a third party without restriction on use or disclosure or obligation of confidentiality; or (v) is disclosed with the prior written approval of the disclosing Party.
- c. *Use and Disclosure Restrictions.* As between the Parties, each Party’s Confidential Information shall be and remain solely and exclusively the property of such Party. Each Party shall maintain the confidentiality of the other Party’s Confidential Information using at least the same level of care that it uses to maintain the confidentiality of its own information of a similar nature, but with not less than reasonable care. Neither Party may use the other Party’s Confidential Information except as expressly permitted herein, and neither Party may disclose the other Party’s Confidential Information to any third party, except to the employees and third-party contractors of such Party that have a need to know such information to fulfill their duties or obligations to such Party and that are subject to legally binding obligations of confidentiality at least as protective of such Confidential Information as those set forth herein. Each Party may use the Confidential Information of the other Party as necessary to fulfill its obligations and exercise its rights hereunder. Either Party may notify the other of additional restrictions, in the form of a data use agreement(s) or otherwise, with regard to information received from third parties and upon such notice those restrictions shall be incorporated herein by reference as the standard of care for said information. A breach of the obligations created by such restrictions shall be a material breach of this Agreement. Each Party may disclose Confidential Information of the other Party as required by law and pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that, unless prohibited by law, the disclosing Party gives prior written notice of the required disclosure to the other Party and allows it to contest the applicable order or requirement. In connection with the foregoing, the receiving

Party shall limit disclosure to necessary information to comply with the order or requirement of a court, administrative agency, or other governmental body.

- d. *Return or Destruction.* Upon the termination of this Agreement or the termination or expiration of any Service Order, each Party shall promptly return or destroy in a secure manner any Confidential Information of the other Party then in such Party's possession or control. Each Party's obligations with respect to Confidential Information set forth in this Section 5 shall continue in force and effect throughout the term of this Agreement and: (a) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as, without breach hereof, such trade secret status is maintained; and (b) with respect to any other Confidential Information, for a period of five (5) years after termination or expiration of this Agreement.
- e. *Protected Health Information.* To the extent that either Service Provider, in performing its obligations hereunder, acts as a business associate of the other Party, such Party shall comply with the business associate agreement attached hereto as Exhibit A.

6. Term, Termination and Survival.

- a. *Term.* This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year terms unless either Party provides notice to the other Party at least sixty (90) days prior to the expiration of the then-current term, or unless earlier terminated pursuant to Section 6.b below. Each Service Order shall specify the term for which the Services described therein will be provided (and any applicable renewal terms).
- b. *Termination.*
 - i. This Agreement or any Service Order may be terminated by mutual written agreement of the Parties.
 - ii. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party..
 - iii. Either Party may terminate this Agreement or any Service Order upon written notice to the other Party, if the other Party materially breaches this Agreement or any Service Order and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party reasonably describing the breach.
 - iv. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event that (a) all or a substantial portion of the other Party's assets are transferred to an assignee for the benefit of creditors or to a receiver or trustee in bankruptcy; (b) a proceeding is commenced by or against the other Party for relief under the bankruptcy or

similar laws and such proceeding is not dismissed within thirty (30) days;
or (c) the other Party is adjudged bankrupt or insolvent.

- c. *Effect of Termination.* Upon termination of this Agreement or any Service Order, the sole liability of the Parties shall be for (i) obligations accruing prior to the date of termination and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement or the applicable Service Order.
- d. *Survival.* The terms and provisions of this Agreement that by their nature or context may reasonably be inferred to have been intended to survive the termination or expiration of this Agreement (including, but not limited to, those of Sections 3, 4, 5.c, 5.d, 9 and 12.b) shall survive any such termination or expiration.

7. Maintenance of Records; Audit Rights

- a. *Maintenance of Records.* Each Party shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records that document the Services provided hereunder for a period of six (6) years after termination or expiration of this Agreement; provided that if any audit, litigation, or other action (any "Third Party Action") Service Provider involving the Services provided hereunder is started before the end of such six (6) year period, such Party agrees to maintain such records until the end of the six (6) year period or until the audit, litigation, or other action is completed, whichever is later.
- b. *Audit Rights.* Each Party shall make such records available to the other Party or its duly authorized representatives, upon request, as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to the Party's facilities and to the Party and any other relevant personnel of such Party for the purpose of interview and discussion related to such documents. Unless a Party has a reasonable basis to believe that the other Party has failed to comply with this Agreement, or unless an audit is warranted in connection with a Third Party Action, each Party shall have the right to audit pursuant to this paragraph one (1) time per year.

8. Independent Contractor. The relationship of the Parties is that of independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture, or employer-employee relationship. Nothing in this Agreement shall be deemed to constitute either Party the agent of the other Party.

9. Indemnification.

- a. *Indemnification Obligations.* Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, directors, employees, agents, and volunteers, for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, asserted or incurred in connection with the indemnifying Party's negligent acts or omissions or other unlawful conduct in carrying out services, or

in relation to its performance, under this Agreement, which indemnification will survive the termination of this Agreement.

- b. *Indemnification Procedures.* The indemnified Party shall promptly notify the indemnifying Party in writing of any claim that might give rise to a claim for indemnification hereunder and shall cooperate fully with the Party providing indemnification. The Party providing indemnification shall have the right to assume and manage the defense of such claim, with counsel chosen by it reasonably acceptable to the indemnified Party. No claim for indemnification hereunder may be made with respect to a claim that the Party seeking indemnification settles without the consent of the indemnified party, provided that such consent shall not be unreasonably withheld.

10. Compliance with Law.

- a. General. Each Party, in the performance of its obligations hereunder, shall comply with all applicable federal, state and local laws, rules and regulations.
- b. Compliance and Conflict of Interest. Service Provider agrees that it shall be subject to NCNNH'S compliance program to the extent that this Agreement involves a NCNNH compliance risk area. Service Provider shall cooperate with NCNNH in carrying out its compliance program and train personnel performing services on NCNNH policies and procedures NCNNH determines are relevant to the scope of Service Provider's contracted authority and compliance risk areas related thereto. It shall be a breach of this Agreement for Service Provider to violate any such policies and procedures or to otherwise be in violation of or fail to cooperate with NCNNH's compliance program. Notwithstanding, any provision of this Agreement to the contrary, NCNNH, may terminate this Agreement for breach of the provisions of this Section. NCNNH hereby provides notice and Service Provider agrees that the NCNNH conflict of interest policy is relevant to the scope of Service Provider's contracted authority and that Service Provider has received a copy of said conflict of interest policy.

11. Insurance.

- a. *General.* Throughout the term of this Agreement, each Party shall obtain and maintain all of the following insurance:
 - i. Service Provider agrees to carry insurance with coverages and amounts that are commercially reasonable for its business and the scope of this contract. Each such policy shall name NCHHN as additional insured as its interest may appear. Upon request of NCHHN, service provider shall furnish NCHHN with proof of the insurance required by this Agreement.
- b. *Certificates of Insurance.* Upon the request of either Party, the other Party shall furnish that Party with certificates of insurance for all insurance required herein.

12. Miscellaneous.

- a. *Assignment.* Except as otherwise provided in this Section 13.a, no Party may assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- b. *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to, or application of, conflicts of laws principles. The exclusive venue for all legal or equitable actions or proceedings arising out of or related to this Agreement shall be in an appropriate federal or state court located in Franklin County, New York, and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts and waives any claim that such courts do not constitute a convenient and appropriate venue for such actions or proceedings.
- c. *Waiver.* The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- d. *Entire Agreement.* This Agreement, including all Service Orders and amendments hereto, constitutes the complete understanding and agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to such subject matter. Any waiver, modification, or amendment of any provisions of this Agreement shall be effective only if in writing and signed by duly authorized representatives of the Parties.
- e. *Severability; Order of Precedence.* If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The terms of this Agreement shall prevail and control over any conflicting terms in any Service Order, except to the extent the Service Order references specific provisions of this Agreement and indicates such provisions are being modified with respect to such Service Order.
- f. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- g. *Changes in Law.* In the event that any state or federal laws or regulations now existing or hereafter enacted or promulgated are interpreted by judicial decision, a regulatory agency, or either Party's legal counsel in such a manner as to indicate that any provision of this Agreement or any Service Order may be in violation of any such laws or regulations, the Parties shall promptly confer and attempt in good faith to negotiate and agree upon a reasonable amendment to this Agreement that preserves the relative underlying economic and financial benefits contemplated by this Agreement for the Parties as of the Effective Date.

- h. *Notices.* All notices, requests, demands, and approvals hereunder shall be in writing and sent to the address of the applicable Party set forth on the first page of this Agreement (as updated by such Party from time to time by notice delivered in accordance herewith) and shall be deemed to have been given upon: (a) personal delivery; (b) close of business of the third business day after mailing via registered or certified mail, postage prepaid, through the United States Postal Service; (c) sending via email with confirmation of transmission; or (d) delivery by a nationally recognized express carrier service.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTH COUNTRY HEALTH HEART
NETWORK, INC.

By: _____

Name: Ann Morgan

Title: Executive Director

WARREN/HAMILTON COUNTY
OFFICE FOR THE AGING

By: _____

Name:

Title:

Schedule A
SERVICE ORDER A
HRI Disparity Grant

No longer Available
(Service Order Time Period was 1/1/2023 - 12/31/2023)

Schedule A
SERVICE ORDER B
HRSA D0649180

1. Description of the Services to be provided under this Service Order

Services (“Programs”) to be provided under Service Order B include the following programs (where programs are not otherwise reimbursable):

- Chronic Disease Self-Management Program (CDSMP) and Diabetes Self-Management Program (DSMP), as licensed by the Self-Management Resource Center;
- National Diabetes Prevention Program (NDPP); and/or
- Other prevention or self-management services approved for reimbursement by NCHHN in advance of program delivery date.

2. Specific deliverables to result from the Services under this Service Order

Completion of at least one program by July 1, 2023.

Use of at least two recruitment strategies to help identify potential program participants (e.g. social media post, paid advertising, garner provider referrals).

Retention of the minimum number of participants required to continue a program (varies by program offered) by offering at least one participation incentive.

Distribution of all consent and survey forms; education to participants to explain purpose of paperwork and how information will be used; submission of hard copies of paperwork collected from participants to the St. Lawrence County Health Initiative, if applicable.

3. Timeframe or schedule applicable to the Services to be provided under this Service Order

Programs (or NDPP quarters) completed between July 1, 2023 and June 30, 2024 are eligible for reimbursement under this service order. The time-period may be extended for up to an additional 36 months, dependent upon continued funding.

4. Fees to be paid for the Services set forth in this Service Order

Upon completion of the following tasks, payment in the amount of \$150 per eligible individual enrolled (attends at least one session), and an additional \$50 per eligible individual completing (attends at least 60% of sessions) a CDSMP program or an additional \$500 per eligible individual completing (attends 60% of sessions) an NDPP program will be made. To be considered eligible for payment, participants must live in a HRSA designated rural zip code located in Clinton, Essex, Franklin, Hamilton, St. Lawrence, Warren, or Washington county.

Required for payment:

- Completion of a program;

Schedule A
SERVICE ORDER B
HRSA D0649180

- Submission of a **completed** “Work Order B (HRSA) Invoice for Services” form (attached) that includes:
 - a description of recruitment strategies used to promote enrollment (N/A for NDPP quarters 2-4);
 - a description of incentive(s) provided;
 - an attestation consent and survey forms have been distributed and that education about how they will be used is provided;
 - an attestation that weekly/monthly session data has been submitted, as appropriate; and
- Participant eligibility criteria met

IN WITNESS WHEREOF, the Parties have caused this Work Order to be executed as of the date noted below by their respective officers thereunto duly authorized.

NORTH COUNTRY HEALTH HEART NETWORK, INC.

By (signature): _____

Name: Ann Morgan

Title: Executive Director

WARREN/HAMILTON COUNTY OFFICE FOR THE AGING

By (signature): _____

Name:

Title:

WORK ORDER B (HRSA) INVOICE FOR SERVICES

This invoice for services provided is in relation to the Shared Services Agreement entered into by the submitting organization and North Country Healthy Heart Network. By submitting this invoice, the submitting organization is attesting to the completion of activities as noted in Service Order B of the Services Agreement.

Invoice Payable To: (submitting organization)

Bill To:

North Country Healthy Heart Network
132 Bloomingdale Ave, Ste 2
Saranac Lake, NY 12983

Deliverables completed at this submission:

☐

Completion of a workshop

Workshop Type: Select Program Offered From List

Workshop ID #:

Workshop End Date:

☐

Used at least two recruitment strategies to help identify potential participants (describe briefly below):

Strategy 1:

Strategy 2:

☐

Offered at least one participant incentive (describe briefly below):

☐

Distributed Hixny/HealtheConnections Consent Forms & returned to Health Initiative[™] (HI).

☐

Distributed/Encouraged completion of all required surveys; Returned paper copies of surveys to HI, as applicable.

☐

Documented weekly attendance in Compass.

☐

For NDPP Only, weekly/monthly session data is up to date in Compass.

Please calculate estimated invoice amount below:

individuals attending at least 1 NDPP/CDSMP session x \$150 = \$ _____

individuals completing at least 4 CDSMP sessions x \$50 = \$ _____

individuals attending at least 13 NDPP sessions x \$500 = \$ _____

Total anticipated reimbursement: \$ _____

I, _____, attest the above deliverables have been completed as indicated, and that the anticipated reimbursement is calculated using workshop participation data in Compass.

Signed: _____

Date: _____

To be filled out by Lifestyle Program Training and Technical Assistance Center:

Date invoice received: _____

Signed: _____

Compass indicates the above responses are accurate.

Date forwarded to NCHHN: _____