

**Warren County Health Services
Health Services Committee
AGENDA FOR
August 24, 2020
Information Submitted By: Ginelle Jones, DPH/DPS**

Health Services Committee Members: Peter McDevitt, Douglas Beaty, Ronald Conover, Daniel Bruno, Edna Frasier, Brad Magowan, and Susan Shepler,

- I. **Committee meeting called to order by Chairperson**
- II. **Motion to approve the minutes of the July 20, 2020 Committee meeting.**
- III. **Action Agenda/New Business**

Request Resolution: 1	To authorize a contract with Keith Baugh dba Keith Baugh, Speech-Language Pathologist, to provide Speech Therapy services for Homecare and Preschool programs at the established current rates, including automatic renewal unless there is 30 days written termination notice by either party. Attachment #8
Rationale:	Health Services continues to need Speech Therapy providers to serve the department's pediatric and adult populations. The agency must have the capacity to accept referrals and provide services. Therapy services are billable and revenue generating. CPSE services receive 59.5% reimbursement.

Request Resolution: 2	To authorize a contract with Abilities, Occupational Therapy, and Speech-Language Pathology, PLCC dba Abilities to provide Committee Preschool Special Education (CPSE) services to Warren County Children who are eligible, including automatic annual renewal unless 30 day written notice is provided by either party. Attachment #9
Rationale:	Health Services continues to need Preschool service providers to serve the department's pediatric population. The agency must have the capacity to accept referrals and provide services. Therapy services are billable and revenue generating. CPSE services receive 59.5% reimbursement.

Request Resolution: 3	To enter grant agreement with NYSDOH/Health Research Institute (HRI) and accept Epidemiology and Laboratory Capacity (ELC) Covid-19 Enhanced Detection funding not to exceed \$1,261,379 for the grant period 7/1/2020 through 6/30/2022. Attachment #10
Rationale:	This funding is specifically meant to enhance staffing for COVID 19 contract tracing and related activities.

Request Resolution: 4	To request to amend the Health Services Table of Organization to create a new Registered Professional Nurse position (\$47,523) to assist with enhancing Covid Contact Tracing staffing and capacity to perform grant related activities and deliverables. Attachment #11
Rationale:	This position is being created for and funded through the NYSDOH/HRI Epidemiology and Laboratory Capacity (ELC) Covid-19 Enhanced Detection Grant. The position, including fringe, is 100% reimbursable with the grant funding.

Request Resolution: 5	To approve filling full time Registered Professional Nurse #40 (newly created) position. The position is a Grade 19 with the annual salary of \$47,523. Attachment #12
Rationale:	This position is funded through the NYSDOH/HRI Epidemiology and Laboratory Capacity (ELC) Covid-19 Enhanced Detection Grant. The position, including fringe, is 100% reimbursable with the grant funding.

Request Resolution: 6	To approve filling full time Registered Professional Nurse #31 position, vacant, due to resignation as of 6/16/20. The position is a Grade 19 with the annual salary of \$47,523. Attachment #13
Rationale:	Nurse positions are under continuous recruitment. This position is revenue generating based on insurance reimbursement.

Request Resolution: 7	To approve filling full time Registered Professional Nurse #32 position, vacant, due to resignation as of 3/24/20. The position is a Grade 19 with the annual salary of \$47,523. Attachment #14
Rationale:	This is a request to extend previous approval. Nurse positions are under continuous recruitment. This position is revenue generating based on insurance reimbursement.

Request Resolution: 8	To approve filling full time Public Health Nurse #16 position, that became vacant as of August 8, 2020 due to resignation. The position is a Grade 19 with the annual salary of \$50,816. Attachment #15
Rationale:	Nurse positions are under continuous recruitment. This position is revenue generating based on insurance reimbursement.

Request Resolution: 9	To approve filling up to 10 temporary per diem Public Health Assistant positions. This is an extension request. These positions are Grade 10 with the annual salary of \$37,633, prorated to \$18.09/hr. Attachment #16
Rationale:	These positions will allow support to professional staff and increase the department's capacity to fulfill essential roles for contact tracing and Covid 19 response.

Request Resolution: 10	To approve filling full time WIC Assistant position. This is an extension request. The position is a Grade 5 with the annual salary of \$30,520. Attachment #17
Rationale:	This was previously approved however with Covid 19 and WIC staff working from home, we have been unable to hire. This position is 100% funded by the WIC grant.

Request Resolution: 11	To enter 5 year agreement with NYSDOH Children and Youth with Special Health Care Needs (CYSHCN) and accept funding \$115,440 for 5 year grant period 10/1/2020-9/30/2025. The annual funding amount is \$23,088 which is an increase from previous funding of \$19,041. (\$4,047/ year increase). Attachment #18
Rationale:	This is a NYSDOH grant that supplements funding for staffing and activities focused on assisting children and youth with special health care needs. This is a 5 year grant and will allow the PH program to continue serving this population.

Request Resolution: 12	Request for transfer funds in 2020. Attachment #6
Rationale:	Tawn Driscoll, Fiscal Manager, will be available during the meeting to discuss.

Request Resolution: 13	Request to Amend the 2020 Budget. Attachment #7
Rationale:	Tawn Driscoll, Fiscal Manager, will be available during the meeting to discuss.

IV. Information for Discussion/Review

Report of Expenditures, Revenues, Overtime and Per Diem Use for 2020

Please see **Attachment #1**.

Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

Revenue and Expense Comparison Report for 2019 vs 2020

Please see **Attachment #2**.

Tawn Driscoll, Fiscal Manager, will be present at the meeting to review the reports and answer any questions.

Status of Referrals

Please see **Attachment #3** for the report.

Emergency Response and Preparedness

Please see **Attachment #4** for the report.

Rabies Report:

Please see **Attachment #5** for the report.

Meeting Authorizations: None at this time.

V. Referral/Pending Items

There are no pending items at this time.

**VI. Privilege of the floor to discuss any additional items to come before Committee
(Please allow 15 second delay on live stream meetings)**

COVID19 Update

VII. Motion to adjourn the Health Services Meeting

Attachments:

1. Report of Expenditures, Revenues, Overtime and Per Diem Use
2. Revenue and Expense Comparison Report for 2019 vs 2020
3. Report of Referrals Status
4. Emergency Response and Preparedness Activities Report
5. Rabies Report
6. Resolution Request- Budget Transfer
7. Resolution Request- Budget Amendment
8. Resolution Request- Speech Therapy Services
9. Resolution Request- CPSE Services
10. Resolution Request- Grant Agreement
11. Resolution Request – New Nursing Position
12. Notice of Intent to Fill- Registered Professional Nurse (New)
13. Notice of Intent to Fill- Registered Professional Nurse #31
14. Notice of Intent to Fill- Registered Professional Nurse #32
15. Notice of Intent to Fill- Public Health Nurse #16
16. Notice of Intent to Fill- Public Health Assistants (up to 10)
17. Notice of Intent to Fill- WIC Assistant
18. Resolution Request- NYSDOH CYSHCN Grant

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: **Health Services**

DATE: **August 24, 2020**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with Keith Bugh, Speech Language Pathologist, to provide Speech Therapy services, including Committee Preschool Education (CPSE) program for eligible children in Warren County, at the established current rates, including automatic annual renewal unless there is 30 days written termination notice by either party.**
- (c) Name of Contractor: **Keith Baugh dba Keith Baugh**
- (d) Address of Contractor: **25 North Rd; Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Keith Baugh
518-569-0346**
- (f) Has or will the Contract be provided, if so, please attach: **Template attached**
- (g) Commencement Date of Contract: **September 18, 2020**
- (h) Termination Date of Contract: **Automatic annual renewal unless written 30 day termination notice is provided by either party.**
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount **Refer to attached rates**
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Receipt of voucher and completed documentation for visits and services**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.4054.444; Preschool Education Expense**

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

*as listed in budget and LOGOS

**Warren County Health Services
Therapy Rates
2020 Budget
*Effective 1/1/2020**

Certified Home Health Agency- Home Care Patients

Region	Evaluation	Revisit	Meetings *Applies all contractors for mandatory and approved meetings
Region 1	\$70	\$55	\$40
Region 2	\$80	\$75	\$40

Early Intervention Services Only

Region	Evaluation	Revisit	Extended Visit With IFSP Approval	Supplemental Evaluations	Meetings Applies all contractors for mandatory and approved meetings
Region 1	\$50	\$50	\$70	\$117	\$40
Region 2	\$57	\$57	\$70	\$117	\$40

Preschool/ Committee Preschool Special Education (CPSE)/Approved IEP

Region	Basic Visit	Group Visit per CPSE Child	Meetings Applies all contractors for mandatory and approved meetings
Region 1	\$53	\$44	\$40
Region 2	\$60	\$44	\$40

Warren County Board of Supervisors

RESOLUTION NO. 567 OF 2019

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

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

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

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

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

Certified Home Health Agency

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

Early Intervention Services Only

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

Preschool CPSE/Approved IEP

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

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

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

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

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

_____, a domestic business corporation organized and existing under the Laws of the State of New York, having its principal offices at 439 East River Drive, Lake Luzerne, New York 12846 (the "Provider"), is for the provision of educational and/or health supportive services under the Early Intervention and/or Preschool Children with Disabilities Programs pursuant to Section 4410 of the New York State Education Law.

WHEREAS, "Board" shall mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

amounts already received for that portion of such school year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

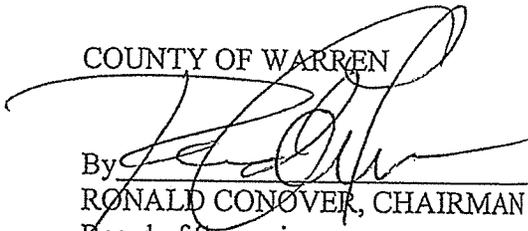
18. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount.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

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

Approved as to Form:

Assistant Warren County Attorney

COUNTY OF WARREN

By 
RONALD CONOVER, CHAIRMAN
Board of Supervisors

Date 10-15-19

Date 10/18/19

SCHEDULE "A"
BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" is defined in the HIPAA Rules and for this specific agreement shall mean **BOGSTED, THERESE for FREEDOM TORCH CONSULTING, INC.**

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term

"covered entity" is defined in the HIPAA Rules and in this specific instance, shall mean Warren County.

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

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

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

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

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

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

2. Use and Disclosure of PHI and EPHI

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

(b) The Business Associate may also Use and/or Disclose the PHI and EPHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate. However, such Use and/or Disclosure must be either Required By Law or, prior to making Use of the PHI and EPHI or Disclosing the PHI and EPHI, the Business Associate must obtain reasonable assurance from the person to whom the PHI and EPHI will be Disclosed that the PHI and EPHI: (i) will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and (ii) the person to whom it is Disclosed agrees to notify the Business Associate of any instance of which

it is aware in which the confidentiality of the PHI and EPHI has been Breached.

(c) The Business Associate may also Use the PHI and EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to PHI and EPHI, the combining of the PHI and EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

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

3. The Covered Entity's Obligations

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

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

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

4. Safeguards/Requirements

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

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

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

Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of the Business Associate or the agents or representatives of the Business Associate. If the Covered Entity elects to make such a delegation, the Business Associate shall perform such notifications and undertake all related remediation activities that are reasonably required (i) at the Business Associate's sole cost and expense, and (ii) in compliance with all applicable requirements, including the HIPAA Rules. The Business Associate shall also provide the Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such Breach notification that the Business Associate provides to Individuals.

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

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

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

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

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

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

5. Access to Information

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

(b) The Business Associate will provide access to PHI and EPHI in its possession to the

Covered Entity or, as directed by the Covered Entity, to an Individual, in order to meet the Covered Entity's obligations to provide access to the PHI and EPHI to the Individual. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

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

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

6. Mitigation

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

7. Indemnification

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

8. Termination

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

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

- 1) Retain only that PHI and EPHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 2) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy the remaining PHI and EPHI that the Business Associate still maintains in any form;
- 3) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to PHI and EPHI to prevent Use or Disclosure of PHI and EPHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;
- 4) Not Use or Disclose the PHI or EPHI retained by the Business Associate other than for the purposes for which such PHI and EPHI was retained and subject to the same conditions set forth in this Agreement which applied prior to expiration or termination; and
- 5) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy the PHI and EPHI retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and EPHI and limit further Uses and Disclosures to those purposes that make the return or the destruction of the PHI and EPHI not feasible.

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

9. Miscellaneous

The following provisions shall apply to this Agreement:

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

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

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

(d) The parties will take such action as is necessary to amend or further amend, as the

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

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

10. Failure of Performance

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

11. Notices

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice. The Covered Entity's Privacy and/or Security Official is Mary Elizabeth Kissane, Warren County Attorney, Warren County Municipal Center, 1340 State Route Nine, Lake George, NY 12845, telephone (518) 761-6463.

12. Construction

(a) All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. In this regard, The Covered Entity and the Business Associate may have previously entered into a Business Associate Agreement or other agreement ("Pre-Existing Business Associate Agreement") for the purpose of restricting the Business Associate's Use and Disclosure of PHI and EPHI as required by the HIPAA Rules. This Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Agreement shall not change or modify any rights or obligations of the Covered Entity or Business Associate that may have accrued under a Pre-Existing Business Associate Agreement while such agreement was in effect.

(b) This Agreement may not be changed, terminated, nor any of its provisions modified

or waived, except in writing signed by all of the parties to this Agreement. Any provisions of this Agreement which by their terms are intended to survive the termination or expiration of this Agreement shall so survive.

13. Applicable Law; Jurisdiction; Venue

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Warren in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

14. Binding Effect

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

IN WITNESS WHEREOF, we have signed this Business Associate Agreement.
Business Associate: **BOGSTED, THERESE** for **FREEDOM TORCH CONSULTING, INC.**

By _____

Print Name _____

Title. _____

By: 

Print Name: RONALD F. CONOVER

Title: CHAIRMAN, Board of Supervisors

Warren County Board of Supervisors

RESOLUTION No. 213 OF 2019

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

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

RESOLVED, that Warren County enter into an agreement with Bogsted, Therese for Freedom Torch Consulting, Inc., 439 East River Drive, Lake Luzerne, New York 12846, to provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children, for a term commencing May 16, 2019 and terminating May 15, 2020, with automatic annual renewals unless terminated by either party upon thirty (30) days written notice, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement, in a form approved by the County Attorney, and be it further

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To authorize contract with Abilities, Occupational Therapy, and Speech-Language Pathology, PLCC dba Abilities to provide Committee Preschool Special Education (CPSE) services to Warren County children who are eligible**
- (c) Name of Contractor: **Abilities, Occupational Therapy, and Speech-Language Pathology, PLCC dba Abilities**
- (d) Address of Contractor: **10 Mountain Ledge Dr.; Gansevoort, NY 12831**
- (e) Contractor's Contact Person and Telephone Number: **Stacey Frasier
518-466-3339 (cell) and 518-306-1808 (Abilities)**
- (f) Has or will the Contract be provided, if so, please attach: **Template Attached**
- (g) Commencement Date of Contract: **9/18/2020**
- (h) Termination Date of Contract: **Automatic annual renewal unless 30 day written termination notice is provided by either party.**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Submission of required documentation and vouchers**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.4054.444; Preschool Education Expense****

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

*as listed in budget and LOGOS

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

PROVIDER, LLC, a domestic limited liability company organized and existing under the Laws of the State of New York, having its principal offices and place of business located at [REDACTED] (the "Provider"), is for the provision of educational and/or health supportive services under the Early Intervention and/or Preschool Children with Disabilities Programs pursuant to Section 4410 of the New York State Education Law.

WHEREAS, "Board" shall mean:

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

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

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

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

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

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

1. The Provider shall provide appropriate services for children with disabilities as specified by the Board of Education.
2. The Provider shall provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children.
3. The Contract Documents consist of the following: this Agreement; Schedule "A;" proof of required insurance as noted in paragraph 12; and Resolution 210 of 2019. These documents form the Contract, and are attached to this Agreement with the exception of subsequent agreements

which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

4. All financial arrangements for services under this contract shall be between the Municipality and Provider in accordance with the provisions of paragraph 5 of this contract. The Provider shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Provider. The Municipality retains the right, where legally permissible, to bill an appropriate third party insurance and/or Medicaid Provider.

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

- A. Such payments shall be at the rates approved for CPSE services, and for amounts not to exceed the statutory provisions governed by the Commissioner of Education and/or Commissioner of Health. The rate for services shall be the amount established for such purpose by the Commissioner and certified by the Director of the Budget of the State of New York. Such payments shall be made pursuant to Section (5.C) of this contract.
- B.
 - i. The Provider shall submit a voucher to the Municipality for services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly (not less than monthly nor more than quarterly); and
 - ii. In the event of notification by the Commissioner of an official rate change, the Provider shall submit a voucher to the Municipality for any additional payment due to a rate increase or shall notify the Municipality of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- C. The Municipality shall reimburse the Provider for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Provider. No payment shall be required to be made by the Municipality prior to receipt of Notification of Determination of Placement as specified by State Education Law and/or New York State Department of Health Regulations. The Municipality shall pay for the services provided pursuant to such Notification commencing with the date of enrollment prescribed therein.
- D. No parent or any other person shall be required or requested to make any payment for tuition in addition to the payments made by the Municipality pursuant to this contract.
- E. All claims for payment made to the Municipality by the Provider shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the Municipality.

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

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

amounts already received for that portion of such school year.

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

8. This contract shall commence on May 17, 2019 and terminate May 16, 2020, and shall automatically renew for another one (1) year term.

9. Either party may terminate this agreement upon thirty (30) days notice without cause. This agreement shall also be deemed to have terminated at any time as the Commissioner withdraws approval for the Provider to provide services or programs for children with disabilities. Should the Provider be requesting termination of this contract based on the Provider's intent to cease operation, all specific close down procedures shall be followed by the Provider in accordance with the Regulations of the Commissioner. Written notice of any such termination shall be provided to the Municipality and the Board(s) by the Provider not less than thirty (30) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Provider shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

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

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

12. The Provider shall provide the Municipality with Certificates of Insurance showing the following insurance is in place:

- (a) Comprehensive general liability insurance (\$1,000,000 occurrence/\$2,000,000 aggregate);
- (b) Worker's Compensation insurance (Form C-105.2) and Disability insurance (DB-120.1);
- (c) The Provider at all times, shall defend, indemnify and hold harmless the Municipality from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to or death of any person

whatsoever of damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the Provider, a subcontractor, or any person directly or indirectly employed by the Provider, while engaged in the performance of this contract.

- (d) Any accident that occurs while transporting a student while under the supervision of the Provider must be reported to the Warren County Clerk of the Board of Supervisors within twenty-four (24) hours.
- (e) Proof of insurance must be provided to the Municipality's Attorney in the form of a certificate of insurance approved by the Municipality's Attorney naming the County of Warren as additional insured and providing for notification of the County in the event of any change of coverage including cancellation or failure to renew, provided, however, that notice of cancellation shall be provided thirty (30) days in advance of the termination date.
- (f) Any subcontractor must also maintain and provide proof of insurance in the same amounts required for the Provider.

13. In the event the Commissioner withdraws approval for the operation of any program or service authorized to be provided by this Agreement, such action shall constitute an immediate amendment to this contract removing inclusion of such program. In the event that the Provider intends to cease operation of any or all programs or services, the Provider shall give written notice of such intention to the Municipality and the Board(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract.

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

Provider shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Provider agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Provider shall hold harmless,

indemnify and defend Warren County, its boards, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

Any type of Sexual Harassment is against Warren County policy and is unlawful. Provider acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at www.warrencountyny.gov/hr/forms.php under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. Provider shall follow the policy in its entirety. If a complaint does arise, Provider is to notify Warren County promptly. To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from Provider and/or agent's breach of this policy.

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

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

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

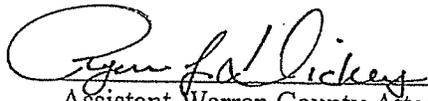
18. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount.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

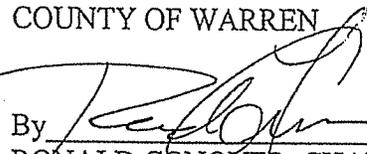
19. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the

Provider without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

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

Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN
By 
RONALD CONOVER, CHAIRMAN
Board of Supervisors

Date 6-11-15

By _____

Date _____

SCHEDULE "A"
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between **Warren County** (the "Covered Entity"), and **ACCESS THERAPY GROUP, PLLC**(the Business Associate).

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" is defined in the HIPAA Rules and for this specific agreement shall mean **ACCESS THERAPY GROUP, PLLC**.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term

"covered entity" is defined in the HIPAA Rules and in this specific instance, shall mean Warren County.

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

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

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

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

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

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

2. Use and Disclosure of PHI and EPHI

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

(b) The Business Associate may also Use and/or Disclose the PHI and EPHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate. However, such Use and/or Disclosure must be either Required By Law or, prior to making Use of the PHI and EPHI or Disclosing the PHI and EPHI, the Business Associate must obtain reasonable assurance from the person to whom the PHI and EPHI will be Disclosed that the PHI and EPHI: (i) will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and (ii) the person to whom it is Disclosed agrees to notify the Business Associate of any instance of which

it is aware in which the confidentiality of the PHI and EPHI has been Breached.

(c) The Business Associate may also Use the PHI and EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to PHI and EPHI, the combining of the PHI and EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

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

3. The Covered Entity's Obligations

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

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

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

4. Safeguards/Requirements

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

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

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

Business Associate shall comply with these privacy requirements which shall be incorporated into this Agreement.

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

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

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

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

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

(i) The Covered Entity, in its sole and absolute discretion, may elect to delegate to the Business Associate the requirement under the HIPAA Rules to notify affected Individuals of a

Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of the Business Associate or the agents or representatives of the Business Associate. If the Covered Entity elects to make such a delegation, the Business Associate shall perform such notifications and undertake all related remediation activities that are reasonably required (i) at the Business Associate's sole cost and expense, and (ii) in compliance with all applicable requirements, including the HIPAA Rules. The Business Associate shall also provide the Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such Breach notification that the Business Associate provides to Individuals.

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

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

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

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

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

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

5. Access to Information

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

(b) The Business Associate will provide access to PHI and EPHI in its possession to the

Covered Entity or, as directed by the Covered Entity, to an Individual, in order to meet the Covered Entity's obligations to provide access to the PHI and EPHI to the Individual. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

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

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

6. Mitigation

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

7. Indemnification

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

8. Termination

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

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

- 1) Retain only that PHI and EPHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 2) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy the remaining PHI and EPHI that the Business Associate still maintains in any form;
- 3) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to PHI and EPHI to prevent Use or Disclosure of PHI and EPHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;
- 4) Not Use or Disclose the PHI or EPHI retained by the Business Associate other than for the purposes for which such PHI and EPHI was retained and subject to the same conditions set forth in this Agreement which applied prior to expiration or termination; and
- 5) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy the PHI and EPHI retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and EPHI and limit further Uses and Disclosures to those purposes that make the return or the destruction of the PHI and EPHI not feasible.

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

9. Miscellaneous

The following provisions shall apply to this Agreement:

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

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

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

(d) The parties will take such action as is necessary to amend or further amend, as the

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

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

10. Failure of Performance

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

11. Notices

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice. The Covered Entity's Privacy and/or Security Official is Mary Elizabeth Kissane, Warren County Attorney, Warren County Municipal Center, 1340 State Route Nine, Lake George, NY 12845, telephone (518) 761-6463.

12. Construction

(a) All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. In this regard, The Covered Entity and the Business Associate may have previously entered into a Business Associate Agreement or other agreement ("Pre-Existing Business Associate Agreement") for the purpose of restricting the Business Associate's Use and Disclosure of PHI and EPHI as required by the HIPAA Rules. This Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Agreement shall not change or modify any rights or obligations of the Covered Entity or Business Associate that may have accrued under a Pre-Existing Business Associate Agreement while such agreement was in effect.

(b) This Agreement may not be changed, terminated, nor any of its provisions modified

or waived, except in writing signed by all of the parties to this Agreement. Any provisions of this Agreement which by their terms are intended to survive the termination or expiration of this Agreement shall so survive.

13. **Applicable Law; Jurisdiction; Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Warren in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

14. **Binding Effect**

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

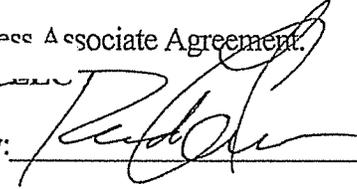
IN WITNESS WHEREOF, we have signed this Business Associate Agreement.

Business Associate: CE

By: _____

Print Name: _____

Title: _____

By:  _____

Print Name: RONALD F. CONOVER

Title: CHAIRMAN, Board of Supervisors

Warren County Board of Supervisors

RESOLUTION NO. 210 OF 2019

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

AUTHORIZING AGREEMENT WITH ACCESS THERAPY GROUP, PLLC TO PROVIDE COMMITTEE PRESCHOOL SPECIAL EDUCATION (CPSE) SERVICES TO ELIGIBLE WARREN COUNTY CHILDREN

RESOLVED, that Warren County enter into an agreement with Access Therapy Group, PLLC, 515 Moe Road, Clifton Park, New York 12065, to provide Committee Preschool Special Education (CPSE) Services to eligible Warren County children, for a term commencing May 17, 2019 and terminating May 16, 2020, with automatic annual renewals unless terminated by either party upon thirty (30) days written notice, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement, in a form approved by the County Attorney, and be it further

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

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Health Services

DATE: August 24, 2020

- (a) Purpose of Grant: **To enter grant agreement with NYSDOH/HRI to accept Epidemiology and Laboratory Capacity (ELC) Covid-19 Enhanced Detection funding not to exceed \$1,261,379 for a grant period 7/1/2020-6/30/2022.**
- (b) Name of Grantor: **NYSDOH Grants Administration/Health Research Institute (HRI)**
- (c) Address of Contractor: **150 Broadway, Suite 516; Albany, NY**
- (d) Grantor's Contact Person and Telephone Number: **Scott Bieg 518-408-2063**
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach?
- (f) Effective Date of Grant: **07/01/2020**
- (g) Termination Date of Grant: **06/30/2022**
- (h) Total Dollar Amount Involved (not to exceed): **\$1,261,379**
- (i) Deadline to Submit Grant Application and/or Grant Agreement: **8/28/2020**
- (j) Is a Budget amendment required? **yes** If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? **no** If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? **no** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:
 - (ii) **A.4193 Covid-Comm Care Expense/Revenue**

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

*as listed in budget and LOGOS

Jones, Ginelle

From: LHD2 <LHD2-L@LISTSERV.HEALTH.STATE.NY.US> on behalf of Desrosiers, Marie J (HEALTH) <marie.desrosiers@HEALTH.NY.GOV>
Sent: Thursday, July 30, 2020 3:41 PM
To: LHD2-L@LISTSERV.HEALTH.STATE.NY.US
Subject: Additional COVID-19 Awards - ELC COVID-19 Contracts
Attachments: ELC-COVID_LHD_Allocations_30M_w-MaxReimb.pdf

Dear Public Health Partners,

We are pleased to inform you that Health Research Inc. / New York State Department of Health (HRI/NYSDOH) will be awarding funding totaling \$30M to local health departments (LHDs) for enhanced detection, surveillance and prevention of COVID-19. This funding is part by a CDC sponsored cooperative agreement for Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), CFDA# 93.323.

The attached documents list the individual LHD awards. The awards are based on county populations plus a supplemental award based on percent of COVID-19 cases.

HRI will start emailing contractual agreements this week. The award is for a two-year period, 7/1/20 – 6/30/22 and 75% of the funds are available for expenditure immediately. The contract budget will show the total award, based on the attached allocations, under the Miscellaneous category. This ELC COVID-19 contract will also include emergency placeholder funding in the 'Restricted' budget category in the amount of \$1,000,000. Although the \$1M will be included in the total contract amount, the placeholder funding is not available for expenditure but will allow us to make supplemental awards quickly if additional funding becomes available.

The majority of these funds are expected to be used to increase staffing capacity to conduct rapid and complete case and contact investigations and report data utilizing the CDCMS (CommCare). Budgeting instructions will be sent in a separate email.

We look forward to continued collaborations with you all to restore the health of New Yorkers. If you have questions, please feel free to contact us at NYSPEP@health.ny.gov.

Marie Desrosiers
Director, Grants Administration
Office of Public Health
New York State Department of Health
Office: (518) 408-2063 (do not use – working remotely)
Cell: (518) 396-7155
Email: marie.desrosiers@health.ny.gov

To unsubscribe from LHD2-L, send email to:
LHD2-L-signoff-request@listserv.health.state.ny.us

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We look forward to continued collaborations with you all to restore the health of New Yorkers. If you have questions, please feel free to contact us at NYSPHEP@health.ny.gov.

Marie Desrosiers
Director, Grants Administration
Office of Public Health
New York State Department of Health
Office: (518) 408-2063 (do not use – working remotely)
Cell: (518) 396-7155
Email: marie.desrosiers@health.ny.gov

Exhibit A - Deliverables
Epidemiology & Laboratory Capacity (ELC) - COVID-19
Capacity Building for Case Investigations and Contact Tracing Coordination
7/1/20 – 6/30/22

Funding is provided to Local Health Departments (LHD) for increased capacity to conduct case and contact investigations. The majority of this funding is expected to support new personnel to strengthen case investigations. Additional staff for coordination of contact investigation and reporting will be eligible under this award. Some funding may be allocated to travel, computers and other miscellaneous expenses in support of staff activities.

Deliverables:

- Increased staffing to conduct rapid and complete case investigations. Case investigation staff must be:
 - reflective of the demographics of the community
 - have experience in public health or clinical services
 - staffing ratios must be appropriate for current case counts and be flexible based on possible variations
 - staffing levels must be appropriate to investigate cases within 24 hours of reporting
- Increased staffing to coordinate contact tracing activities with State contact tracers to ensure contacts are reached within 48 hours of contact elicitation.
- Increase staffing where necessary to ensure contacts have access to testing within three days of initial notification, establish and maintain a current testing protocol within the county, provide transportation and coordination for contacts to be tested, and provide proper reporting in CDCMS of suspect cases/PUIs.
- Ensure daily monitoring of cases and contacts and any social support needs are being met for effective isolation/quarantine.
- Utilize the CDCMS (CommCare) to report all case and contact data.

Reporting Requirements:

CDCMS (CommCare) must be used to report all case and contact data. Data input into this system will be used to report to CDC on all performance measures.

NOTE: The ELC COVID-19 funds are intended to increase public health staffing capacity and cannot supplant existing commitments. Should existing County-funded staff be moved to these funds, their existing position must be backfilled by the County. These funds should result in a net increase of total County public health staff.

ELC COVID-19 Funding - LHD Allocations for 7/1/20 - 6/30/22

Region	County	Population-Based Funding	Burden-Based Funding	Total Funding	75% Initial Release	25% Funds On Hold	Total Funding	Emergency Placeholder	Total Contract Amount
Metropolitan	SUFFOLK	\$ 1,250,000	\$ 1,801,424	\$ 3,051,424	\$2,288,568	\$ 762,856	\$ 3,051,424	\$1,000,000	\$ 4,051,424
Metropolitan	NASSAU	\$ 1,250,000	\$ 1,750,779	\$ 3,000,779	\$2,250,584	\$ 750,195	\$ 3,000,779	\$1,000,000	\$ 4,000,779
Metropolitan	WESTCHESTER	\$ 1,000,000	\$ 1,312,196	\$ 2,312,196	\$1,734,147	\$ 578,049	\$ 2,312,196	\$1,000,000	\$ 3,312,196
Western	ERIE	\$ 1,000,000	\$ 261,818	\$ 1,261,818	\$ 946,364	\$ 315,454	\$ 1,261,818	\$1,000,000	\$ 2,261,818
Western	MONROE	\$ 1,000,000	\$ 123,825	\$ 1,123,825	\$ 842,869	\$ 280,956	\$ 1,123,825	\$1,000,000	\$ 2,123,825
Central	ONONDAGA	\$ 750,000	\$ 90,946	\$ 840,946	\$ 630,710	\$ 210,236	\$ 840,946	\$1,000,000	\$ 1,840,946
Metropolitan	ORANGE	\$ 750,000	\$ 477,399	\$ 1,227,399	\$ 920,549	\$ 306,850	\$ 1,227,399	\$1,000,000	\$ 2,227,399
Metropolitan	ROCKLAND	\$ 750,000	\$ 595,872	\$ 1,345,872	\$1,009,404	\$ 336,468	\$ 1,345,872	\$1,000,000	\$ 2,345,872
Capital	ALBANY	\$ 750,000	\$ 80,466	\$ 830,466	\$ 622,850	\$ 207,616	\$ 830,466	\$1,000,000	\$ 1,830,466
Metropolitan	DUTCHESS	\$ 750,000	\$ 167,184	\$ 917,184	\$ 687,888	\$ 229,296	\$ 917,184	\$1,000,000	\$ 1,917,184
Capital	SARATOGA	\$ 500,000	\$ 20,735	\$ 520,735	\$ 390,551	\$ 130,184	\$ 520,735	\$1,000,000	\$ 1,520,735
Central	ONEIDA	\$ 500,000	\$ 43,854	\$ 543,854	\$ 407,890	\$ 135,964	\$ 543,854	\$1,000,000	\$ 1,543,854
Western	NIAGARA	\$ 500,000	\$ 43,314	\$ 543,314	\$ 407,486	\$ 135,828	\$ 543,314	\$1,000,000	\$ 1,543,314
Central	BROOME	\$ 400,000	\$ 23,614	\$ 423,614	\$ 317,710	\$ 105,904	\$ 423,614	\$1,000,000	\$ 1,423,614
Metropolitan	ULSTER	\$ 400,000	\$ 77,048	\$ 477,048	\$ 357,786	\$ 119,262	\$ 477,048	\$1,000,000	\$ 1,477,048
Capital	RENSSELAER	\$ 400,000	\$ 20,915	\$ 420,915	\$ 315,686	\$ 105,229	\$ 420,915	\$1,000,000	\$ 1,420,915
Capital	SCHENECTADY	\$ 400,000	\$ 29,731	\$ 429,731	\$ 322,298	\$ 107,433	\$ 429,731	\$1,000,000	\$ 1,429,731
Western	CHAUTAUQUA	\$ 300,000	\$ 3,643	\$ 303,643	\$ 227,732	\$ 75,911	\$ 303,643	\$1,000,000	\$ 1,303,643
Central	OSWEGO	\$ 300,000	\$ 4,948	\$ 304,948	\$ 228,711	\$ 76,237	\$ 304,948	\$1,000,000	\$ 1,304,948
Central	JEFFERSON	\$ 300,000	\$ 3,148	\$ 303,148	\$ 227,361	\$ 75,787	\$ 303,148	\$1,000,000	\$ 1,303,148
Western	ONTARIO	\$ 300,000	\$ 8,996	\$ 308,996	\$ 231,747	\$ 77,249	\$ 308,996	\$1,000,000	\$ 1,308,996
Central	ST LAWRENCE	\$ 300,000	\$ 8,906	\$ 308,906	\$ 231,679	\$ 77,227	\$ 308,906	\$1,000,000	\$ 1,308,906
Central	TOMPKINS	\$ 300,000	\$ 6,837	\$ 306,837	\$ 230,128	\$ 76,709	\$ 306,837	\$1,000,000	\$ 1,306,837
Metropolitan	PUTNAM	\$ 300,000	\$ 60,136	\$ 360,136	\$ 270,102	\$ 90,034	\$ 360,136	\$1,000,000	\$ 1,360,136
Western	STEUBEN	\$ 300,000	\$ 10,840	\$ 310,840	\$ 233,130	\$ 77,710	\$ 310,840	\$1,000,000	\$ 1,310,840
Western	WAYNE	\$ 300,000	\$ 4,948	\$ 304,948	\$ 228,711	\$ 76,237	\$ 304,948	\$1,000,000	\$ 1,304,948
Western	CHEMUNG	\$ 300,000	\$ 6,117	\$ 306,117	\$ 229,588	\$ 76,529	\$ 306,117	\$1,000,000	\$ 1,306,117
Capital	CLINTON	\$ 300,000	\$ 4,453	\$ 304,453	\$ 228,340	\$ 76,113	\$ 304,453	\$1,000,000	\$ 1,304,453
Central	CAYUGA	\$ 300,000	\$ 3,733	\$ 303,733	\$ 227,800	\$ 75,933	\$ 303,733	\$1,000,000	\$ 1,303,733
Western	CATTARAUGUS	\$ 300,000	\$ 3,553	\$ 303,553	\$ 227,665	\$ 75,888	\$ 303,553	\$1,000,000	\$ 1,303,553
Metropolitan	SULLIVAN	\$ 300,000	\$ 59,686	\$ 359,686	\$ 269,765	\$ 89,921	\$ 359,686	\$1,000,000	\$ 1,359,686
Central	MADISON	\$ 300,000	\$ 13,718	\$ 313,718	\$ 235,289	\$ 78,429	\$ 313,718	\$1,000,000	\$ 1,313,718
Capital	WARREN	\$ 250,000	\$ 11,379	\$ 261,379	\$ 196,035	\$ 65,344	\$ 261,379	\$1,000,000	\$ 1,261,379
Western	LIVINGSTON	\$ 250,000	\$ 5,217	\$ 255,217	\$ 191,413	\$ 63,804	\$ 255,217	\$1,000,000	\$ 1,255,217
Central	HERKIMER	\$ 250,000	\$ 4,543	\$ 254,543	\$ 190,907	\$ 63,636	\$ 254,543	\$1,000,000	\$ 1,254,543
Capital	WASHINGTON	\$ 250,000	\$ 10,345	\$ 260,345	\$ 195,259	\$ 65,086	\$ 260,345	\$1,000,000	\$ 1,260,345
Capital	COLUMBIA	\$ 250,000	\$ 16,867	\$ 266,867	\$ 200,150	\$ 66,717	\$ 266,867	\$1,000,000	\$ 1,266,867
Capital	OTSEGO	\$ 250,000	\$ 3,103	\$ 253,103	\$ 189,828	\$ 63,275	\$ 253,103	\$1,000,000	\$ 1,253,103
Western	GENESEE	\$ 250,000	\$ 8,726	\$ 258,726	\$ 194,044	\$ 64,682	\$ 258,726	\$1,000,000	\$ 1,258,726
Capital	FULTON	\$ 250,000	\$ 8,681	\$ 258,681	\$ 194,011	\$ 64,670	\$ 258,681	\$1,000,000	\$ 1,258,681
Capital	FRANKLIN	\$ 250,000	\$ 945	\$ 250,945	\$ 188,208	\$ 62,737	\$ 250,945	\$1,000,000	\$ 1,250,945
Capital	MONTGOMERY	\$ 250,000	\$ 3,643	\$ 253,643	\$ 190,232	\$ 63,411	\$ 253,643	\$1,000,000	\$ 1,253,643
Central	TIOGA	\$ 250,000	\$ 5,487	\$ 255,487	\$ 191,616	\$ 63,871	\$ 255,487	\$1,000,000	\$ 1,255,487
Central	CORTLAND	\$ 250,000	\$ 1,799	\$ 251,799	\$ 188,849	\$ 62,950	\$ 251,799	\$1,000,000	\$ 1,251,799
Central	CHENANGO	\$ 250,000	\$ 5,577	\$ 255,577	\$ 191,683	\$ 63,894	\$ 255,577	\$1,000,000	\$ 1,255,577
Capital	GREENE	\$ 250,000	\$ 10,615	\$ 260,615	\$ 195,461	\$ 65,154	\$ 260,615	\$1,000,000	\$ 1,260,615
Western	ALLEGANY	\$ 250,000	\$ 1,934	\$ 251,934	\$ 188,951	\$ 62,983	\$ 251,934	\$1,000,000	\$ 1,251,934
Capital	DELAWARE	\$ 250,000	\$ 3,688	\$ 253,688	\$ 190,266	\$ 63,422	\$ 253,688	\$1,000,000	\$ 1,253,688
Western	ORLEANS	\$ 250,000	\$ 9,355	\$ 259,355	\$ 194,517	\$ 64,838	\$ 259,355	\$1,000,000	\$ 1,259,355
Western	WYOMING	\$ 250,000	\$ 3,688	\$ 253,688	\$ 190,266	\$ 63,422	\$ 253,688	\$1,000,000	\$ 1,253,688
Capital	ESSEX	\$ 200,000	\$ 1,664	\$ 201,664	\$ 151,248	\$ 50,416	\$ 201,664	\$1,000,000	\$ 1,201,664
Western	SENECA	\$ 200,000	\$ 2,384	\$ 202,384	\$ 151,788	\$ 50,596	\$ 202,384	\$1,000,000	\$ 1,202,384
Capital	SCHOHARIE	\$ 200,000	\$ 2,114	\$ 202,114	\$ 151,585	\$ 50,529	\$ 202,114	\$1,000,000	\$ 1,202,114
Central	LEWIS	\$ 200,000	\$ 945	\$ 200,945	\$ 150,708	\$ 50,237	\$ 200,945	\$1,000,000	\$ 1,200,945
Western	YATES	\$ 200,000	\$ 1,799	\$ 201,799	\$ 151,349	\$ 50,450	\$ 201,799	\$1,000,000	\$ 1,201,799
Western	SCHUYLER	\$ 200,000	\$ 540	\$ 200,540	\$ 150,405	\$ 50,135	\$ 200,540	\$1,000,000	\$ 1,200,540
Capital	HAMILTON	\$ 200,000	\$ 180	\$ 200,180	\$ 150,135	\$ 50,045	\$ 200,180	\$1,000,000	\$ 1,200,180
		22,750,000	7,250,000	\$ 30,000,000	22,500,002	7,499,998	30,000,000	57,000,000	87,000,000

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Health Services

DATE: August 24, 2020

- (a) Title of Requested Position: **Registered Professional Nurse**
- (b) Annual Base Salary (and Grade if Applicable): **\$47,523**
- (c) Effective Date for New Position:* **9/21/2020**
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department=s Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable): **NA**
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount: **A.4193.110 Covid Comm Care Full Time Salaries and Miscellaneous Fringes)Refer Resolution Request form #7)**
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title?
(This is necessary **BEFORE** bringing the request to committees.) **Yes**
- (g) Is this a mandated position? If so, please explain: **No**
- (h) Is there expected revenue from this position? If so, please explain: **Yes Received NYSDOH/HRI Epidemiology and Laboratory Capacity (ELC) Covid-19 Enhanced Detection Grant not to exceed \$1,261,379 for the period 7/1/20-6/30/22.**

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: NA
Title of Position: Registered Professional Nurse #40 Base Salary of Position: \$47,523 Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4193 Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: Newly Created Date of Vacancy: 9/21/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State 100% Other _____%

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. See 8/11/20
Human Resources Director has approved this form when initialed. AG 8/18/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 8/20/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 8/24/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services

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

Ranking Committee Member Signature [Signature] Date 8/24/20

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.0
Title of Position: Registered Professional Nurse #31 (1597) Base Salary of Position: \$47,523 *2019 Contract Grade: 19
Filling at Step # (If Known):
Budget code and title: A.4010.110 Health Services Full Time Salaries Union [X] Non-Union []
This position is vacated due to: [] Retirement [X] Resignation [] Termination [] Promotion [] Other
Employee No./Last Name: #13434/Bogardus Date of Vacancy: 6/16/2020
Is this position mandated? [] Yes [X] No Is the position reimbursable? [X] Yes [] No
Source of reimbursement: [] Federal [] State [X] Other Insurance % Variable based on cost load

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [] Competitive-no list (hiring would be provisional) [X] Non-Competitive [] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. [Signature] 8/18/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.
[] The Administrator objects to the filling of the vacancy.
Administrator Signature [Signature] Date 8/20/20

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.
[] The Budget Officer objects to the filling of the vacancy.
Budget Officer Signature [Signature] Date 8/21/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services
[X] The committee has no objection to the filling of the vacancy.
[] The committee objects to the filling of the vacancy.
[] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[] In the case of an emergency, Committee Chair objects to the filling of the vacancy.
Ranking Committee Member Signature [Signature] Date 8/24/20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.0
Title of Position: Registered Professional Nurse #32 (2332) Base Salary of Position: \$47,523 *2019 Contract Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4010.110 Health Services Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: #13144/Wescott Date of Vacancy: 03/24/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other Insurance Reimbursement % Variable caseload

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. PO's 8/18/20
Human Resources Director has approved this form when initialed. 13 8/18/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 8/20/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 8/21/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

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

Ranking Committee Member Signature [Signature] Date 8/24/20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.0
Title of Position: Registered Professional Nurse #32 Base Salary of Position: \$47,523 *2019 Contract Grade: 19
Filling at Step # (If Known): _____
Budget code and title: A.4010.110 Health Services Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: #13144/Wescott Date of Vacancy: 03/24/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State _____ % Other Insurance Reimbursement % Variable caseload

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. PO 3/12/20
Human Resources Director has approved this form when initialed. 13 3/13/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 3/13/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 3/17/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

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

Ranking Committee Member Signature Peter V. McDevitt Date 3/24/20

*Verbally approved following
Committee approval*
[Signature]

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services - Public Health- Family Health Payroll Dept. No: 36.06
Title of Position: Public Health Nurse #16 Base Salary of Position: \$50,816 *2019 Contract Grade: 21
Filling at Step # (If Known): _____
Budget code and title: A.4018.0020.110 Family Health Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: # 13011/ Howe Date of Vacancy: 08/08/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____ % State 36 % Other Variable % Based on Insurances on caseload

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. 2008/10/20
Human Resources Director has approved this form when initialed. 10-8/11/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 8/11/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature L. B. [Signature] Date 8/17/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

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

Ranking Committee Member Signature [Signature] Date 8/24/20

Can use up to 10

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.05/COVID-19
 Title of Position: Public health Assistant/Per diem Base Salary of Position: \$37,633 (18.09/hr) Grade: 10
 Filling at Step # (If Known): _____
 Budget code and title: A.4018.130 Preventive Program PT Srvs/A.4191.130 COVID-19 PT Union Non-Union
 This position is vacated due to: Retirement Resignation Termination Promotion Other
 Employee No./Last Name: _____ Date of Vacancy: _____
 Is this position mandated? Yes No Is the position reimbursable? Yes No
 Source of reimbursement: Federal _____% State 100% Other _____%

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. 8/18/20
Human Resources Director has approved this form when initiated. 8/18/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
 The Administrator objects to the filling of the vacancy.
 Administrator Signature [Signature] Date 8/20/20

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.
 Budget Officer Signature [Signature] Date 8/21/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services
 The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.
 Ranking Committee Member Signature [Signature] Date 8/24/20

Can hire up to 10

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.05/COVID-19
 Title of Position: Public Health Assistant/ Per diem Base Salary of Position: \$37,633 (18.09/hr) Grade: N/A 10
 Filling at Step # (If Known): _____
 Budget code and title: A.4018.130 Preventive Program PT Srvs/A.4191.130 COVID-19 PT Union Non-Union
 This position is vacated due to: Retirement Resignation Termination Promotion Other _____
 Employee No./Last Name: _____ Date of Vacancy: _____
 Is this position mandated? Yes No Is the position reimbursable? Yes No
 Source of reimbursement: Federal _____ % State 100 % Other _____ %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
 Actual Impact to Budget Report will be provided monthly by Human Resources Director
 Candidate's qualifications must be approved by Personnel Officer prior to hiring. 20/3/20
 Human Resources Director has approved this form when initialed. AF 3/22/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 3/23/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 3/24/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

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

Ranking Committee Member Signature Peter V. McDevitt Date 3/24/20

*Verbally approved following
 Committee approval [Signature]*

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.01
Title of Position: WIC Assistant Base Salary of Position: \$30,520 *2019 Rate/2020 rate TBD Grade: 5
Filling at Step # (If Known): _____
Budget code and title: A.4013.110 WIC Full Time Salaries Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 10754/Stockwell Date of Vacancy: Anticipated 2/26/2020
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State WIC Grant 100% Other _____%

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

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

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

Candidate's qualifications must be approved by Personnel Officer prior to hiring. 8/18/20

Human Resources Director has approved this form when initiated. 8/18/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 8/20/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 8/21/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services

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

Ranking Committee Member Signature [Signature] Date 8/24/20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

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

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Health Services Payroll Dept. No: 36.01
Title of Position: WIC Assistant Base Salary of Position: \$30,520 *2019 Rate/2020 Rate TBD Grade: 5
Filling at Step # (If Known):
Budget code and title: A.4013.110 WIC Full Time Salaries Union [X] Non-Union []
This position is vacated due to: [] Retirement [X] Resignation [] Termination [] Promotion [] Other
Employee No./Last Name: 10754/ Stockwell Date of Vacancy: Anticipated 2/26/2020
Is this position mandated? [] Yes [X] No Is the position reimbursable? [X] Yes [] No
Source of reimbursement: [] Federal [] % [X] State WIC Grant 100% [] Other [] %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [X] Competitive-no list (hiring would be provisional) [] Non-Competitive [] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director
Candidate's qualifications must be approved by Personnel Officer prior to hiring. 2/18/20
Human Resources Director has approved this form when initialed. [Signature] 2/18/20

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

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

Administrator Signature [Signature] Date 2/18/20

BUDGET OFFICER COMPLETES THIS SECTION

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

Budget Officer Signature [Signature] Date 2/19/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Health Services
[X] The committee has no objection to the filling of the vacancy.
[] The committee objects to the filling of the vacancy.
[] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 3/2/2020

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Health Services

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **To enter 5 year grant agreement with NYSDOH Children and Youth with Special Health Care Needs (CYSHCN) and accept funding \$115,440 for 5 year grant period 10/01/2020-9/30/2025. Annual funding amount is \$23,088, which is an increase from previous funding of \$19,041 (\$4,047 increase/year)**
- (c) Name of Contractor: **NYSDOH Children and Youth with Special Health Care Needs**
- (d) Address of Contractor: **Bureau of Administration; Division of Family Health ESP Corning Tower Room 859; Albany, NY**
- (e) Contractor's Contact Person and Telephone Number: **Marina Sepowski**
Phone: **518-473-4441** email: **marina.sepowski@health.ny.gov**
- (f) Has or will the Contract be provided, if so, please attach: **NYSDOH assigned Contract number is C35751GG provided by NYSDOH**
- (g) Commencement Date of Contract: **10/1/2020**
- (h) Termination Date of Contract: **9/30/2025**
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$115,440/ \$23,088/yr**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: Revenue: A.4018.0020.4452 Family Health/ Children with Special Health Care Needs/ Expenses: A.4018.0020 (Miscellaneous categories such as salaries, postage, supplies etc)**

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

*as listed in budget and LOGOS

Jones, Ginelle

From: Driscoll, Tawn
Sent: Sunday, August 23, 2020 1:29 PM
To: Jones, Ginelle
Subject: FW: C35751GG - CYSHCN – Warren County Health Services – New Award

From: doh.sm.dfh.boa [mailto:dfh.boa@health.ny.gov]
Sent: Tuesday, August 11, 2020 10:41 AM
To: Thomas, Frank
Cc: Belden, Patricia; LaLone,Emily; Driscoll, Tawn; Sepowski, Marina L (HEALTH); King Jr., Kelly J (HEALTH); doh.sm.dfh.boa
Subject: C35751GG - CYSHCN – Warren County Health Services – New Award

Congratulations! I am pleased to inform you that Warren County Health Services has been selected for a Children and Youth with Special Health Care Needs (CYSHCN) program five-year award.

The Department of Health (DOH) has initiated a non-competitive contract in the New York State Grants Gateway (GG) on your behalf. The award amount is \$115,440 for the contract period of 10/01/2020 - 09/30/2025. The first-year contract amount will be \$23,088. The assigned contract # is C35751GG, which must be referenced on all claims and correspondence with DOH. Final grant awards are subject to the availability of funds and approval by the Office of the State Comptroller (OSC).

Your contract is now available in the Grants Gateway. Please check your task list. *As a reminder, the following roles are necessary to execute a contract in the GG: Grantee, Grantee Contract Signatory; Grantee System Administrator; and Grantee Delegated Administrator.*

The following information is required to be completed BEFORE changing the contract status to "Contract Information Submitted" at the time of submission of the budget

1. **Expenditure Budget:** Complete the Expenditure Budget for the first 12-month period in GG by referring to the two (2) budget guidance documents present in the Pre-Submission Uploads Folder located under the Forms Menu in GG.
 1. *Grants Gateway CYSCHN Budget Instructions, and*
 2. *GG Budget Data Entry Guidelines*
2. **Subcontractor Information:** If applicable, complete the form for each subcontractor present in the Pre-Submission Uploads Folder located under the Forms Menu in GG and upload the completed document back to the Pre-Submission Uploads Folder. *These documents should NOT be submitted as a separate email.*
3. **MWBE Form 4 & 5:** Complete both forms present in the Pre-Submission Uploads Folder located under the Forms Menu in GG and upload completed documents back to the Pre-Submission Uploads Folder. *These documents should NOT be submitted as a separate email.*
4. **Review Standard Work Plan Objectives:** Standard work plans have been entered into GG. Contractors will be held responsible for the performance of all activities within this standard work plan.

Note: A separate communication will be initiated by the Grants Management Compliance Unit, titled CYSHCN Vendor Compliance. Please respond to that communication separate from this request.

Documents requested as part of that request are required to advance the contract amendment for official approvals.

This award is conditioned on the requirements specified above. Responses are requested by August 25, 2020. If additional time is required, please contact your Program Manager, Marina Sepowski, copied on this communication. Additionally, your program manager will be reaching out to you in the coming weeks to provide you with additional administrative forms.

Thank you,
Bureau of Administration, Division of Family Health

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

TRANSFERS FOR 2020 BUDGET

SIGNED: _____

DATE: August 24, 2020

	<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
1.	A.4189.110	Bioterrorism Program-Full Time Salaries	A.4018.0040.110	Health Education Program-Full Time Salaries	\$7,696.14
	A.4189.810	Bioterrorism Program-Retirement Expense	A.4018.0040.810	Health Education Program-Retirement Expense	\$1,231.37
	A.4189.830	Bioterrorism Program-Social Security Expense	A.4018.0040.830	Health Education Program-Social Security Expense	\$477.16
	A.4189.831	Bioterrorism Program-Medicare Expense	A.4018.0040.831	Health Education Program-Medicare Expense	\$111.61
2.	A.4010.110	Health Services (CHHA)-Full Time Salaries	A.4018.0030.110	Disease Program- Full Time Salaries	\$25,000.00
	A.4010.810	Health Services (CHHA)-Retirement Expense	A.4018.0030.810	Disease Program-Retirement Expense	\$3,950.00
	A4010.830	Health Service (CHHA)-Social Security Expense	A.4018.0030.830	Disease Program-Social Security Expense	\$1,550.00
	A.4010.831	Health Services (CHHA)-Medicare Expense	A.4018.0030.831	Disease Program-Medicare Expense	\$362.50
Total Transfers					\$40,378.78

1. To Reverse request from June to Move funds from Health Ed to BT to cover Dan Durkee Salary/fringe during April to June 2020 COVID. Per the State, if the position is budgeted in the County Budget under Health Education, we are unable to move funds from Health Ed to BT to cover expenses even if COVID related.

2. To transfer additional funds from CHHA to PH for a FT nurse that is temporarily working on the PH Side assisting with COVID related duties. (Salary and Fringe expenses)

CONTINGENT FUND TRANSFER REQUESTS

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

Please state reason for transfer request:

Total

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

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

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

DEPARTMENT NAME: Warren County Health Services
DATE: August 24, 2020

- (a) **Purpose of Amendment:** To amend the 2020 budget to reflect both the Revenue and Expenses related to a new Department code for COVID-COMMCARE. (A.4193) It will be Health Services-COVID-COMMCARE and reflects the funds given from Health Research Inc. to support the current expenses related to the Coronavirus (COVID19) of **\$150,000.00.**
- (b) Appropriation Code (with title), Object Code (with title) and Amount:
- | | |
|--|--------------|
| A.4193.110 Health Services- COVID COMMCARE-Full Time Salaries | \$ 25,000.00 |
| A.4193.120 Health Services- COVID COMMCARE-Overtime Salaries | \$ 25,000.00 |
| A.4193.130 Health Services- COVID COMMCARE-Part Time Salaries | \$ 60,000.00 |
| A.4193.220 Health Services-COVID COMMCARE-Office Equipment | \$ 3,300.00 |
| A.4193.435 Health Services- COVID COMMCARE-Medical Expense | \$ 15,000.00 |
| A.4193.810 Health Services- COVID COMMCARE-Retirement Exp | \$ 10,000.00 |
| A.4193.830 Health Services- COVID COMMCARE-Social Security Exp | \$ 7,000.00 |
| A.4193.831 Health Services- COVID COMMCARE-Medicare Expense | \$ 1,600.00 |
| A.4193.860 Health Services-COVID COMMCARE-Hosp. Expense | \$ 3,000.00 |
| A.4193.865 Health Services-COVID COMMCARE-Dental Expense | \$ 100.00 |

Revenue Code (with title), and Amount:

A.4193.4401 Health Services- COVID COMMCARE- Revenue \$150,000.00

***Note:** Warren County Health Services was notified by HRI on 7/31/2020 that additional funding for two years (7/1/20-6/30/22) has been awarded for a total not to exceed \$1,261,379 for COVID-19(Coronavirus) expenses. Listed above are estimated expenses we are anticipating for 7/1/20-12/31/20. These reflect Salaries and Fringe benefits related to those working with Contact Tracing, Documentation, Testing and Home checks on those quarantined. Also PPE expenses such as masks, gloves, gowns and hand sanitizers that will be utilized by this staff to complete these duties. Along with computers needed for the contact tracing. To note, while this is a two year grant period, we are estimating for 2020 we will need \$150,000 to cover those expenses to year end.

ATTACHMENT #7

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2020 AS OF 8/14/2020 6:42:17 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V

CODE(S): 4010, 4013, 4054, 4190, 4018, 4189, 4191, 4192

EXPENSES	2020 BUDGETED	2020 YTD ACTUAL	2019 Prior Year Totals
Salaries - Regular	\$2,604,343.00	\$1,350,119.92	\$2,336,500.49
Salaries - Overtime	\$182,076.00	\$69,015.08	\$134,008.56
Salaries - Part Time	\$515,105.00	\$178,996.30	\$381,165.43
100's PERSONAL SERVICES	\$3,301,524.00	\$1,598,131.30	\$2,851,674.48
200's EQUIPMENT	\$70,746.00	\$32,746.55	\$67,509.57
400's CONTRACTUAL	\$6,352,828.06	\$2,323,190.31	\$6,443,478.52
800's EMPLOYEE BENEFITS	\$1,480,387.00	\$815,765.02	\$1,343,185.24
TOTALS	\$11,205,485.06	\$4,769,833.18	\$10,705,847.81

REVENUES	2020 BUDGETED	2020 YTD ACTUAL	2019 Prior Year Totals
	\$8,757,649.42	\$2,174,825.95	\$8,091,251.71

* Note: We are in the process of closing July for the CHHA Program. We gave also accrued the June WIC voucher of \$31,042. Totals above do also include expenses related to COVID 19 activities. Year to date the total COVID-19(4192 code only) expenses are \$52,938.87 of which \$36,196.81 or 68.37% are related to Salaries and Fringe for contact tracing and quarantined home visits. At this time, we have been given funds from the State to offset these costs.

Warren County Health Services

Salaries Comparison

2020 v 2019

as of 8/14/20 and year to date Payroll 8/2/20 & 8/4/19

	YTD 2020	YTD 2019	YTD 20v19	% Change	Total Budget 2020	to 12/31/19 Total Actual 2019
Total of All Depts						
Regular Salaries	\$1,350,119.92	\$1,356,062.46	(\$5,942.54)	-0.44%	\$2,604,343.00	\$2,336,500.49
Overtime Salaries	\$69,015.08	\$74,066.54	(\$5,051.46)	-6.82%	\$182,076.00	\$134,008.56
Part Time Salaries	\$178,996.30	\$239,451.51	(\$60,455.21)	-25.25%	\$515,105.00	\$381,165.43
TOTALS	\$1,598,131.30	\$1,669,580.51	(\$71,449.21)	-4.28%	\$3,301,524.00	\$2,851,674.48
% current YTD Salary to Total Budget	48.41%	58.55%				

*Source: Detail G/L report for all Salary Category from 1/1/20-8/14/20.

Overall, total salaries are \$71,449.21 or 4.28% under 2019 Salaries . Regular salaries are under 2019 due primarily to positons that remain open in both the CHHA and WIC programs. Part time Salaries are under due to lack of utilization of nurses YTD due to COVID activities. However to note (for the 4192 code only) that \$9,695.72 or 14.05% of the Overtime salaries are strictly related to COVID-19 duties . Also to note, Part time salaries related to COVID are \$21,255.67 or 11.87%. Salaries are currently 48.41% of the 2020 Budget where last year was 58.55% of the total actual expenses for 2019.

ATTACHMENT #1

**Revenue and Expense Comparison 2020 vs 2019
as of 08/14/20**

EXPENSES	2020 YTD Actual as of 8/14/20 G/L	2019 YTD as of 08/14/19 G/L	Variance
Salaries - Regular	\$1,350,119.92	\$1,356,062.46	(\$5,942.54)
Salaries - Overtime	\$69,015.08	\$74,066.54	(\$5,051.46)
Salaries - Part Time	\$178,996.30	\$239,451.51	(\$60,455.21)
100's PERSONAL SERVICES	\$1,598,131.30	\$1,669,580.51	(\$71,449.21)
200's EQUIPMENT	\$32,746.55	\$41,764.16	(\$9,017.61)
400's CONTRACTUAL	\$2,323,190.31	\$2,733,548.08	(\$410,357.77)
800's EMPLOYEE BENEFITS	\$815,765.02	\$827,483.00	(\$11,717.98)
TOTALS	\$4,769,833.18	\$5,272,375.75	(\$502,542.57)

REVENUES	2020 YTD ACTUAL	2019 Prior YTD	Variance
	\$2,174,825.95	\$3,274,709.35	(\$1,099,883.40)

Comments:

Salaries: (please see previous page) overall are \$71,449.21 or 4.28% below 2019 as of the 8/3/20 payroll posting date. Salaries for 2020 are 48.41% of the budget YTD where they were 58.55% in 2019.

As stated, due to COVID activities Per Diem and Part Time staff are not being utilized in both the CHHA and Public Health Departments as all clinics remain cancelled at this time. However, both the Overtime and Part time categories do reflect for Public Health hours paid for COVID related activities.

For Equipment, the difference is primarily with the purchase of vehicles. Year to date we have received two new vehicles and last year at this time one was purchased. This year we were able to also trade in three 2012 vehicles to lower our total expense. We are expecting our third vehicle to be delivered by end of August.

Contractual Expenses: These are lower than last year due to invoices primarily related to CHHA, Preschool, and the Early Intervention contract service expenses. Due to COVID, protocols have had to be set in place for Tele visits and many were unable to be done or refused by patients. Also less referrals, less visits.

Employee Benefits: Employee benefits are under 2019 due to savings in salaries in programs. However, also note that Retiree Hospitalization is 15.55% of total benefits in 2020 and was 17.26% in 2019.

Revenues: Revenues for 2020 are below 2019 Primarily due to Revenue not yet reflected for the Preschool Program. We are still waiting for the AVL #2, which was due in June, and we anticipate to be able to bill over \$450,000 in revenue for Preschool. The State has notified us they will not allow us to bill until they have a better idea of payment status. The CHHA revenues are also down year to date due to a few months of low referrals due to COVID activities. Patient census/Referrals for the CHHA are increasing due to elective surgeries and physician visits that are being made. Revenues are also down since we are not seeing any MCH patients at this time and the Public Health Clinics remain closed.

ATTACHMENT #2

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

CATEGORY	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	07/2019	08/2019	09/2019	10/2019	11/2019	12/2019	
SN Referral	119	97	89	88	104	83	74	94	93	91	81	92	
PRI	0	2	4	0	1	0	1	2	2	2	1	1	
SN Referrals per month	119	99	93	88	105	83	75	96	95	93	82	93	
PT Referral	65	48	54	48	61	51	47	55	54	51	57	55	
PT only	13	5	8	12	14	12	10	11	14	10	11	8	
Total Referrals per month	132	104	101	100	119	95	85	107	109	103	93	101	1249
18 vs 19	-4	-13	-21	-19	-21	-55	-10	-50	-29	-46	-12	-6%	

CATEGORY	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	
SN Referral	97	88	97	58	70	80							
PRI	0	3	0	1	0	1							
SN Referrals per month	97	91	97	59	70	81	0	0	0	0	0	0	
PT Referral	49	45	42	31	30	60							
PT only	12	6	7	3	4	9							
Total Referrals per month	109	97	104	62	74	90	0	0	0	0	0	0	536
19 vs 20	-17	-7	3	-38	-38	-5							

RE-VISITS	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	07/2019	08/2019	09/2019	10/2019	11/2019	12/2019
SN Re-visits							826	789	768	840	685	656
LPN Re-visits							110	132	104	94	90	89
PT Re-visits							318	261	308	357	292	310
OT Re-visits							65	58	51	70	85	77
Speech Re-visits							1	21	12	9	5	6
Total Re-visits per month							1320	1261	1243	1370	1157	1138

RE-VISITS	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020
SN Re-visits	630	548	746	643	678	772						
LPN Re-visits	72	62	59	70	52	69						
PT Re-visits	326	289	254	190	205	347						
OT Re-visits	50	42	61	58	61	44						
Speech Re-visits	0	1	4	1	4	9						
Total Re-visits per month	1078	942	1124	962	1000	1241	0	0	0	0	0	0

ATTACHMENT #4
BT ACTIVITY SHEET
BP1 (new) - 7/1/20 - 6/30/21

Page 1

Topic Color Codes

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

6/30-7/2		Hotel Letter, poster, flyer, and report form for traveler referrals for travelers from hot spot states –distribution to hotels, resorts, campgrounds by email and delivery	Dan Durkee, Ginelle Jones, Pat Belden, COVID-19 County taskforce	Response
7/1		New Grant Year begins for Public Health EPR Program		
7/2		Press release – Asking for information from anyone traveling on Allegiant Air Flight to contact Warren County Public Health	Ginelle Jones, Pat Belden	
7/3		Notification of 2 Allegiant Flight passengers from FL that had potential exposure to 3 warren County COVID cases-	Ginelle Jones, Pat Belden, Public Health Staff	Response

ATTACHMENT #4

BT ACTIVITY SHEET

BP1 (new) - 7/1/20 - 6/30/21

Page 2

Topic Color Codes

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

7/3		<p>wrote letter</p> <p>(notified all out of state, all unknown -missing information, all warren county passengers, and referrals to nys counties for county contacts)</p> <p>Out of state/missing info Passengers were emailed letters by Warren County, and referred to NYS to report to respective state</p> <p>Warren County passengers contacted by phone and placed in quarantine</p> <p>Residents of NYS counties were put on county lists and referred to county of residence with letters.</p>		
7/13		Switched from Glens Falls Hospital nurses conducting testing to Warren County Public Health staff	Jignasha Shah, Sarah Arnold, Alex Belden, Deanna Lebel	Response
7/14	Webinar	Monthly Regional BT Coordinators Meeting	Dan Durkee	Planning

ATTACHMENT #4
BT ACTIVITY SHEET
BP1 (new) - 7/1/20 - 6/30/21

Page 3

Topic Color Codes

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

7/14		Submitted 4 th Quarter Report to close out Public health EPR Grant Year BP 1 - New	Dan Durkee	
7/29	Webinar	Warren County EPR/LEPC Quarterly Meeting	Dan Durkee	Planning/Response
7/31		Warren County Employee Blood Drive	Dan Durkee	
8/6	Onsite	Warren County Public Health/ Warren County COVID Team Aviation Mall Mask Give Away. 100+ masks distributed	Dan Durkee, Don Lehman	Response
8/19	Webinar	Countermeasure Data Management System Update	Dan Durkee	Planning
8/25	Webinar	School Nurse COVID19 Back-to-School Meeting	Dan Durkee, Ginelle Jones, Pat Belden	Planning
8/26-8/27	In Person	School Nurse Fit testing	Dan Durkee, Jignasha Shah	Response
Ongoing	Office	COVID-19 Response	Most Office staff	Response

Warren County Public Health Rabies Program July 2020

Town	Different Address Owner/Victim <small>*Follow up by Town ACO</small>				Same Address Owner/Victim <small>* Follow up by Public Health</small>				Out of Town Owner <small>*Follow Up by Public Health</small>				Strays Follow Up by Public Health <ul style="list-style-type: none"> • Vet's Office • Victim Watching • Victim Treated Rabies PEP • Euthanized Follow Up by ACO Animal needs to be captured and taken to Animal Hospital. Public Health to check after confinement					
	Cats		Dogs		Cats		Dogs		Cats		Dogs		Vet	Victim Watched	Treated with PEP	Refused PEP	Euthanized	ACO Capture
	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD	UTD	NOT UTD						
Bolton																		
Chester			1					1										
Glens Falls			4	1	1						1		1	1	1			
Hague																		
Horicon								1										
Johnsburg					1			1										
Lake George			2								1		1					
Lake Luzerne			1								2							
Queensbury			2	1	1	2	1				1		1					
Stony Creek																		
Thurman																1		
Warrensburg				2				1			2				2			
Totals			10	4	3	2	4	4			1	3		2	2	4		

*UTD- Up to date

*PEP- Post exposure prophylaxis

Total Bites for Quarter – 39

Specimens tested for rabies this Month- 6

Positive specimens for rabies- 0

People pre-approved for rabies post exposure treatment- 18

Rabies Clinics this Month- 0

Next Rabies Clinic- To be determined