JUNE 27, 2022 - 7:00 PM

AGENDA
HEALTH AND HUMAN SERVICES
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, AND III

I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing the Chemung County Nursing Facility to write-off uncollectible accounts
2. Resolution authorizing application for and acceptance of grant funding from the Mother Cabrini Health Foundation on behalf of the Chemung County Nursing Facility
3. Resolution renewing Burial and Cremation Policy on behalf of the Chemung County Department of Social Services
4. Resolution authorizing acceptance of expanded grant funding from the NYS Department of Health on behalf of the Chemung County Department of Health (Lead Poisoning Prevention Program)
5. Resolution authorizing agreement with Meals on Wheels of Chemung County, Inc. on behalf of the Chemung County Department of Aging and Long Term Care
6. Resolution authorizing agreement with Meridian Nurse Recruiters/StaffHealth.com on behalf of the Chemung County Nursing Facility
7. Resolution authorizing agreement with GST BOCES on behalf of the Chemung County Departments of Social Services and Mental Hygiene
8. Resolution amending agreement with Chemung-Schuyler Counties Chapter, NYSARC, Inc., d/b/a The ARC of Chemung-Schuyler on behalf of the Chemung County Departments of Social Services and Mental Hygiene
9. Resolution amending agreement with the Council on Alcohol and Substance Abuse of Livingston County d/b/a Trinity on behalf of the Chemung County Department of Mental Hygiene
10. Resolution authorizing agreement with The Guthrie Clinic on behalf of the Chemung County Nursing Facility (Electronic Health Data)

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing the Chemung County Nursing Facility to write-off uncollectible accounts

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

In accordance with policy approved by the Legislature, it is requested that $69,779.84 for the Nursing Facility be written off as bad debts in 2022 as recommended by the legal department as there is no likelihood of collecting the monies owed. The names of the individuals have been deleted in the interest of HIPPAA privacy. Prior Resolution 14-207.

CREATION:	
Date/Time:	Department:
5/20/2022 11:42:06 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
5/20/2022 11:45 AM	Approved	County Executive	
5/24/2022 3:52 PM	Approved	Budget and Research	
6/2/2022 4:06 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
CCNF_Bad_Debt_2022.pdf	CCNF Bad Debt 2022	Cover Memo

STAMP_ITEMNUMB

Amount	Description
68,179.84	Private pay balance
1,600.00	RX balance
69,779.84	

Balances to write off per recommendation of legal department

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of grant funding from the Mother Cabrini Health Foundation on behalf of the Chemung County Nursing Facility

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Mother Cabrini Health Foundation through the Foundation for Long Term Care, has invited nursing homes to apply for the 2022-2023 grant funding. These grants can cover many staff related incentives, such as hazard pay for direct care workers, supports for staff with transportation, meals, child care and wellness programs, and staff/training education. The grant can also support programs for people suffering from age related dementia. There are no matching funds necessary for this grant, just documentation of expense for approved areas.

Vendor/Provider	MCHF and FLTC				
Term	2022-2023	Total Amount	$25,600	Prior Amount	
Local Share	0	State Share	0	Federal Share	0
Project Budgeted?	No	Funds are in Account #			

CREATION:	
Date/Time:	Department:
5/6/2022 10:13:10 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
5/6/2022 10:16 AM	Approved	County Executive	
5/16/2022 8:29 AM	Approved	Budget and Research	
5/16/2022 4:16 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Mother_Cabrini_grant_info.pdf	Mother Cabrini Grant Information	Cover Memo

STAMP_ITEMNUMB

OUR PROGRAMS

Grant Information.

Our Programs

The Mother Cabrini Health Foundation ("Cabrini Foundation") has three grantmaking programs. Our programs provide grants to nonprofit organizations serving low-income individuals, families and communities in New York State.

Our Statewide Grants Program is open to the public and focuses on identifying projects that best serve our annual grant priorities (see our 2022 priorities for more information). Please note that the proposals funded under the Statewide Grants Program can provide services throughout the entire state of New York, or selected areas of New York.

STAMP_ITEMNUMB

GRANTS & PROGRAMS

Older Adults

GRANTS & PROGRAMS

DOWNLOAD PDF TO LEARN MORE

INTERESTED IN APPLYING?

Aging comes with many challenges. Diminished physical ability, age discrimination and loss of independence are some of the common struggles encountered by this population. These challenges are often exacerbated by a lack of appropriate financial resources. We support programs that accomplish the following types of initiatives:

- Targeting programs which address social isolation, such as community-based day-programs.

STAMP_ITEMNUMB

Expanding ride sharing programs for older adults for doctor appointments and errands.

Supporting programs for people suffering from age-related dementia and mental illness.

Targeting programs to provide home health services, alert systems and hearing aids in locations with concentrations of older persons.

Promoting the development and implementation of elder abuse prevention intervention programs.

Supporting programs that help older adults and their families with end of life issues and palliative care.

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution renewing Burial and Cremation Policy on behalf of the Chemung County Department of Social Services

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated True

Explain action needed or Position requested (justification):

Prior Resolution No. 19-548 (January 2019 - December 2021)

CREATION:	
Date/Time:	Department:
5/6/2022 10:07:58 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
5/6/2022 10:10 AM	Approved	County Executive	
5/16/2022 8:41 AM	Approved	Budget and Research	
5/24/2022 11:01 AM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Burial_Memo_2022-2024.pdf	Burial Memo 2022-2024	Cover Memo

STAMP_ITEMNUMB

CHEMUNG **C**OUNTY
DEPARTMENT OF **S**OCIAL **S**ERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
425-447 PENNSYLVANIA AVE.
P.O. BOX 588
Elmira, New York 14902-0588
PHONE NO: 607) 737-5405
FAX: (607) 737-5500

BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON,
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Jacqueline Canute, Director of Economic Security

FROM: Christine O'Herron, Deputy Commissioner

DATE: April 5, 2022

RE: **2022-2024 DSS BURIAL & CREMATION POLICY**

On behalf of the Chemung County Department of Social Services, please consider this correspondence as our request to renew the Burial and Cremation Policy with various Funeral Home providers for the period of January 1, 2022 to December 31, 2024. The LDSS will reimburse various Funeral Home providers for direct burials and cremations as follows;

1) All direct burials will be reimbursed at a rate not to exceed $4,500.00. Included in this base rate is the:
    a. Removal, paperwork (death certificate, permits), vehicle and transportation costs
    b. Minimum Casket
    c. Grave liner, including minimum grave equipment
    d. Cemetery fee, up to $1,000.00
    e. Graveside Service

2) All direct cremations will be reimbursed at a rate not to exceed $2,700.00. Included in this base rate is the:
    a. Removal, paperwork (death certificate, permits), vehicle and transportation costs
    b. Crematory fee
    c. Urn or alternative container

The DSS Burial and Cremation Policy will remain the same as the 2019-2021 agreement. If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing acceptance of expanded grant funding from the NYS Department of Health on behalf of the Chemung County Department of Health (Lead Poisoning Prevention Program)

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request acceptance for expanded lead grant from the NYS Dept. of Health. Lead poisoning is a disease kids catch from housing. Elevated blood lead levels (EBLLs) are strongly associated with many developmental and behavioral problems. The primary source of childhood lead exposure is from lead in dust and soil from deteriorated paint in housing built before 1978. In the City of Elmira, 97% of the houses were built before 1978.

The Health Dept. has administered the lead intervention grant (LPPP) for over 20 years. The LPPP grant provides funding for case management and lead testing (of the home) for children with lead poisoning. This strategy misses the mark as it occurs only after the child has been lead poisoned.

The grant expansion will include the following activities: building robust referral networks, free lead testing/clearance of homes, public education, provide cleaning and painting supplies for those that meet participation criteria. Grant funding will cover 100% of salary, 100% of fringe and 100% of equipment/supplies needed.

Vendor/Provider	New York State Dept. of Health				
Term	10/01/21-09/30/26	Total Amount	$333,500/yr ($1,667,500 total)	Prior Amount	$45,000/yr
Local Share	0	State Share	100%	Federal Share	0
Project Budgeted?	No	Funds are in Account #	10-4010-4010-50100		

CREATION:	
Date/Time:	Department:

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5/12/2022 12:33:13 PM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
5/12/2022 12:35 PM	Approved	County Executive	
5/16/2022 8:25 AM	Approved	Budget and Research	
5/16/2022 4:05 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Expanded_Lead_Grant_Letter.docx	Expanded Lead Grant Letter	Cover Memo
Lead_Coalition_Educational_Message_-_FINAL-_5-4-22.docx	Lead Coalition Educational Message	Cover Memo

STAMP_ITEMNUMB

CHEMUNG COUNTY

Department of Health
103 Washington Street
P.O. BOX 588
Elmira, New York 14902-0588
(607) 737-2028 FAX (607) 737-2016

Peter Buzzetti III, MPH - Public Health Director
Sarah Mattison, MPH – Deputy Public Health Director

TO: Christopher J. Moss, County Executive

FROM: Peter Buzzetti III, Public Health Director

DATE: May 10, 2022

SUBJECT: Request for Acceptance of Expanded Lead Grant from NYSDOH

Dear County Executive Moss,

Lead poisoning is a disease kids catch from housing. Elevated blood lead levels (EBLLs) are strongly associated with spontaneous miscarriages, low birth weight, hearing deficits, and developmental and behavioral problems, including cognitive impairment (as measured by decreased IQ), inattention, hyperactivity, and aggression. Children with EBLLs are at an increased risk for learning difficulties, not graduating from high school, decreased lifetime earnings and later incarceration.

Each year between 2018 -2021, 1600 to 1900 lead tests were performed on children in Chemung County. In each of these years, between 11% and 12% of those tests were elevated above or equal to 5 ug/dL. These levels remain consistently elevated year after year. As of 2019, the rate per 1,000 tested children less than 6 years of age with confirmed lead levels greater than 5µg/dL in Chemung County was 44.8 (NYS rate = 12.1.).

The primary source of childhood lead exposure in the U.S. is from lead in dust and soil from deteriorated paint in housing built before 1978. In the city of Elmira, 97% of the houses were built before 1978, the year the federal government banned the sale of lead-based paint. Although unacceptable lead in water has been in the media spotlight, drinking water in the U.S. typically is not the major source of lead exposure.

The Health Department has administered the lead intervention grant (LPPP) for over 20 years. The LPPP grant provides funding for case management and lead testing (of the home) for children with lead poisoning. This strategy misses the mark as it occurs only after the child has been lead-poisoned.

The LPPP grant has been expanded to include the primary prevention lead grant (CLPPP). Primary prevention strategies occur before a child had been lead-poisoned. This grant expansion will increase the annual budget for lead activities from $45,000 per year to $330,000, provided primary prevention activities are performed in addition to the intervention work done in past years. Chemung County qualifies for this expansion unfortunately, due to the designation from the New York State Department of Health (NYSDOH) of several high-risk areas in Chemung County (zip codes 14901, 14904). Our data shows the same issues based upon the age of the housing and the number of children with EBLLs.

The grant expansion will include the following activities; building robust referral networks, free lead testing and clearance of homes, public education, provide cleaning and painting supplies for those that meet participation criteria. Grant funding will cover 100% of salary, 100% of fringe and 100% of all equipment and supplies needed. The

STAMP_ITEMNUMB

CHEMUNG COUNTY
Department of Health
103 Washington Street
P.O. BOX 588
Elmira, New York 14902-0588
(607) 737-2028 FAX (607) 737-2016

Peter Buzzetti III, MPH - Public Health Director
Sarah Mattison, MPH – Deputy Public Health Director

grant period for this expansion is 2021 to 2026. If this is not renewed past 2026, any positions that are created on the basis of this grant will be eliminated.

I am requesting approval to accept this grant expansion from NYSDOH.

In addition to accepting the grant expansion, I am requesting approval for the creation of 2 positions, 1 public health program coordinator and 1 public health sanitarian. These positions are necessary to conduct the expanded grant requirements.

Please note: this grant does not cover any lead mitigation or abatement in homes. However, the City of Elmira administers the HUD lead grant that does cover those activities. Anyone that participates with this expanded lead grant will be directed to the City of Elmira to participate in the HUD lead grant based upon qualification requirements.

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CHEMUNG COUNTY
LEAD
COALITION

LEAD POISONING IN CHEMUNG COUNTY: A PREVENTABLE AND COSTLY PUBLIC HEALTH PROBLEM

Adverse Health Effects and Economic Costs

Lead is a toxin that can cause serious damage to children's developing brains. Children less than 6 years old, including fetuses, are especially vulnerable to health problems from lead exposure. Elevated blood lead levels (EBLLs) are strongly associated with an increase in spontaneous miscarriages, low birth weight, hearing deficits, and developmental and behavioral problems, including cognitive impairment (as measured by decreased IQ), inattention, hyperactivity, and aggression. Children with EBLLs are at an increased risk for learning difficulties, not graduating from high school, decreased lifetime earnings and later incarceration. At very high levels, lead can cause abdominal pain, vomiting, seizures, coma and death.

Childhood lead exposure also has potential consequences for adult health. It is linked to hypertension, kidney disease and increased cardiovascular related mortality. It is estimated that the annual cost of childhood lead exposure in the United States is $50 billion. For every $1 invested to reduce lead hazards in housing units, society would benefit by an estimated $17 to $221, a cost-benefit ratio that is comparable with the cost-benefit ratio for childhood vaccines.

There is No Known Safe Level of Lead

There is no known "safe" level of lead. Adverse neurodevelopmental cognitive impacts occur at blood lead levels (BLLs) less than 5 ug/dl (micrograms per deciliter). Since January 2022, CDC uses a blood lead reference value (BLRV) of 3.5 micrograms per deciliter (µg/dL) to identify children with blood lead levels that are higher than most children's levels. This level is based on the 97.5th percentile of the blood lead values among U.S. of children ages 1-5 years from the 2015-2016 and 2017-2018 National Health and Nutrition Examination Survey (NHANES) cycles. Children with blood lead levels at or above the BLRV are among the top 2.5% of U.S. children with the highest blood lead levels.

Lead Levels in the Children of Chemung County Are Among the Highest in New York State:

NYS Public Health Law and Regulations require health care providers to:

- Test all children at age 1 year and again at age 2 years with a blood lead test
- Assess all children ages 6 months to 6 years at every well child visit for risk of lead exposure, counsel families on risk reduction, and obtain a blood lead test if a risk factor is identified

Each year between 2018 -2021, 1600 to 1900 lead tests were performed on children in Chemung County. In each of these years, between 11% and 12%of those tests were elevated above or equal to 5 ug/dl. These levels remain consistently elevated year after year. As of 2019, the rate per 1,000 tested children less than 6 years of age with confirmed lead levels greater than 5µg/dlL in Chemung County was 44.8 (NYS rate = 12.1.). In 2015, all of the referrals from a 9-county region that were made to Golisano Children's Hospital in Rochester for chelation came from the city of Elmira. Chelation is the recommended treatment only for those children with lead levels greater than 45 ug/dl. This alarming rate of lead poisoning in the children of Chemung County prompted a visit to the Chemung County Board of Health in July 2017 by Dr. Stanley Schaffer, a nationally known expert on lead poisoning and director of the Western New York Lead Poisoning Resource Center in Rochester NY.

CHEMUNG COUNTY
LEAD
COALITION

The Formation of the Chemung County Lead Coalition

The Chemung County Health Department realized the lead problem was too large for one government agency to handle. Therefore, in the fall of 2017 the Chemung County Health Department reached out to numerous local groups, community partners, and government agencies to form the Chemung County Lead Coalition. The Coalition's mission is "to work with community partners, leaders, agencies and residents to reduce lead poisoning in families of Chemung County." It became apparent through Coalition meetings that housing was the largest contributor to elevated blood lead levels in the children of Chemung County. The Coalition has formed three workgroups to focus on housing issues, public education and grant funding. The coalition is committed to eliminating lead poisoning in families of Chemung County.

Lead Poisoning is a Disease Children Catch from Housing

The primary source of childhood lead exposure in the U.S. is from lead in dust and soil from deteriorated paint in housing built before 1978. In the city of Elmira, 97% of the houses were built before 1978, the year the federal government banned the sale of lead-based paint. Although unacceptable lead in water has been in the media spotlight, drinking water in the U.S. typically is not the major source of lead exposure.

Our Chemung County statistics reveal that the highest concentrations of elevated lead levels have been found in the zip codes 14901 and 14904. These areas are dense with older homes built prior to 1978 when lead paint was commonly used throughout the nation. More than fifty percent of these homes are rental properties. In these older homes, lead paint is often under layers of newer paint that may rub away on friction or impact surfaces such as windows and doors. Chipping, cracking, peeling, chalking, or otherwise deteriorating lead paint is hazardous and can create lead dust. Even in well maintained homes, lead dust can form when lead based paint is scraped, sanded or heated during home repair activities. Lead dust is the most common way that people are exposed to lead inside the home. Young children ingest the dust when putting their fingers and toys into their mouths or by chewing on surfaces. The lead dust is often not visible to the naked eye, so visual evidence of peeling paint is not an adequate method to assess risk. Homes with no visible dust may still contain lead dust.

Lead based paint risk assessments are particularly helpful in determining potential sources of lead exposure and in designing possible solutions. A risk assessment is an on-site investigation to determine the presence, type, severity and location of lead hazards and provides suggested methods to control them. It provides the owner or tenant with the knowledge of where lead paint exists in the home. Ideally, after the assessment is completed, lead hazards are remediated or eliminated and lead poisoning is prevented.

The Current Efforts to Address Lead Poisoning in Children of Chemung County Are Not Working: It is Too Little, Too Late

In every year from 2018 through 2021, greater than 11% of the lead tests performed among Chemung County children have been elevated. These numbers are not going down. Our children are only identified AFTER the poisoning has occurred. This is too little, too late. No treatments have been shown to be effective in ameliorating the permanent developmental effects of lead toxicity once it occurs.

An environmental investigation of the home to identify the source of lead is only done in children with blood lead levels (BLL) greater than 5 µg/dL. Effective October 2019, the threshold requiring such an investigation was lowered from 15 µg/dL to 5. Current scientific evidence has shown that lead poisoning prevention education directed at avoidance of exposure by hand washing or controlling lead dust by certain housecleaning techniques fails to reduce children's blood lead concentrations.

Health Department sanitarians inspect the interior and exterior painted surfaces of homes using an X-ray fluorescence machine, which provides instantaneous results indicating whether lead paint is

present. When lead hazards are detected, the owner is required to correct the conditions by using an appropriate risk reduction method, either interim controls or abatement. Interim controls could include techniques such as wet scraping the paint and repainting or covering with carpet. Abatement is complete removal of the components containing lead paint. If interim controls are used, there must be proper maintenance and ongoing monitoring, whereas abatement permanently eliminates the lead.

As previously mentioned, the inspection occurs only after the child has already been identified as having an EBL greater than 5µg/dL. While an improvement from the previous trigger level of 15µg/dL, our goal is to identify and correct the lead hazards before a child is exposed to lead. Funding to assist landlords and homeowners with the costs of interim controls or lead abatement can reduce the lead in housing and thereby reduce lead exposure in children.

What Works and How to Achieve It: Primary Prevention

Primary prevention, identifying and eliminating the major sources of lead in the environment *before* exposure occurs, is now widely recognized as the most reliable and cost effective way to prevent lead poisoning and its irreversible harmful effects. Recognizing this, many communities have enacted legislation to ensure that rental properties are lead safe *before* occupancy. This is coupled with rent withholdings through enforcement of the Spiegel Act which prevents tax dollars from being used for rent assistance in buildings whose conditions are deemed "dangerous, hazardous or detrimental to life and health."

The City of Rochester, together with Monroe County Department of Public Health, provides one example of this very successful approach and has provided a model for successful reduction in childhood lead poisoning. In 2001, the City of Rochester and the Monroe County Dept. of Health collaborated to form the Coalition to Prevent Lead Poisoning. The Coalition consisted of government officials, health care providers, housing agencies, educators, community leaders and child advocates. The Coalition worked to raise community awareness of the lead issue and used the best available science to develop a low cost, targeted local housing policy solution.

In 2005, the Rochester City Council passed the Lead Based Paint Poisoning Prevention Ordinance which targeted the highest risk housing in Rochester and promoted interim controls. Using local geographic data analysis, the Coalition identified the neighborhoods with the highest risk housing, then analyzed cost effective approaches to lead hazard control. Research indicated that interim controls could effectively control lead hazards if combined with proper maintenance and monitoring. Lead inspections were incorporated into already required Certificate of Occupancy inspections of rental properties. A HUD Lead Hazard Control grant provides funding for interim controls and abatement. If interim controls are used to remediate identified lead hazards, a lead dust clearance test must be passed and a Certificate of Occupancy must be renewed every 2-3 years. The City and County share data on health and safety violations. Rent withholding notices are sent to owners of properties with violations if their tenants receive rent assistance.

Working Together Our Community Can Eliminate Lead Poisoning in Chemung County

Lead poisoning of our children is not a "city" or "county" problem. It is not a "code enforcement" or "public health" problem. It is an urgent community problem and requires an immediate community response. Lead poisoning is a preventable and costly problem for our community. The solution, primary prevention, is achievable and cost effective. Working together, we can eliminate lead poisoning in Chemung County and help create a better future for our children and our community.

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Meals on Wheels of Chemung County, Inc. on behalf of the Chemung County Department of Aging and Long Term Care

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Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting permission to renew an agreement with Meals on Wheels of Chemung County, Inc., for home delivered meals for 2022. Prior resolution 21-082 authorizing agreement with Meals on Wheels of Chemung County on behalf of the Chemung County Dept. of Aging and Long Term Care.

Renewal agreement has been submitted to the Law Dept. and awaiting their review and approval.

(NYSOFA requires a copy of all contracts otherwise they will hold our claims for payment, so please include on agenda as soon as possible.)

Vendor/Provider	Meals on Wheels of Chemung County, Inc.				
Term	1/1/22-12/31/22	Total Amount	$334,872	Prior Amount	$345,300
Local Share	$15,657	State Share	$158,707	Federal Share	$124,108
Project Budgeted?	Yes	Funds are in Account #			

CREATION:	
Date/Time:	Department:
5/12/2022 12:48:05 PM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
5/12/2022 12:49 PM	Approved	County Executive	
5/16/2022 8:24 AM	Approved	Budget and Research	

STAMP_ITEMNUMB

5/16/2022 4:05 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Meridian Nurse Recruiters/StaffHealth.com on behalf of the Chemung County Nursing Facility

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Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Nursing Facility is requesting approval to enter into agreements with staffing agencies to supplement staffing levels in order to comply with the NYS legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where
appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the Facility is attempting to comply with regulations. Previous contract staffing resolution 21-642

Vendor/Provider	Meridian Nurse Recruiters/StaffHealth.com				
Term	5/1/22-12/31/22	Total Amount	varies	Prior Amount	varies
Local Share	10%	State Share	40%	Federal Share	50%
Project Budgeted?	No	Funds are in Account #	50-6017-6020-50100.01		

CREATION:	
Date/Time:	Department:
5/31/2022 10:47:15 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
5/31/2022 10:50 AM	Approved	County Executive	
6/15/2022 10:14 AM	Approved	Budget and Research	
6/21/2022 10:40 AM	Approved	Legislature Chairman	

STAMP_ITEMNUMB

ATTACHMENTS:		
Name:	Description:	Type:
Chemung_County_Health_Center_Proposal.pdf	Chemung County Health Center Proposal	Cover Memo

STAMP_ITEMNUMB

MERIDIAN NURSE RECRUITERS
Staffing Success 24/7

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

SUPPLEMENTAL STAFFING AGREEMENT

MERIDIAN NURSE RECRUITERS, Inc., hereinafter referred to as **"MNR"** and **Chemung County Health Center - Nursing Facility** located at **103 Washington St Elmira NY 14901,** operated by **County of Chemung** Located at **255 Lake St Elmira NY 14901,** hereinafter referred to as **"Client",** enter into an Agreement to provide ***Registered Nurses, Licensed Practical Nurses and other medical healthcare providers*** through MNR as requested by the Client on a preferred basis but non-exclusive basis.

Effective Dates
The Agreement will begin on Thursday, May 5, 2022 and continue in effect with the Section entitled Agreement Terms.

Cancellation
The Client may change or cancel its requests for personnel without incurring costs if MNR is notified at least four (4) hours prior to the start of the shift. With less than a four (4) hour notice, MNR will charge the Client four (4) hours of the designated shift at the classification hourly rate, as found in "Attachment A".

Turn Away Pay
If a change in the staffing requirements occurs in which the MNR services are no longer required, the Client will be invoiced four (4) hours turn away pay for all cancellations occurring after MNR Staff's arrival to the facility for the scheduled shift. If the facility offers the staff member an option to work a minimum of four (4) hours and the staff member refuses, the Client will not be charged.

Scope of MNR Services

- MNR is a staffing agency operating from New York State, servicing NY, CT, NJ, & FL and is in the business of providing temporary and supplemental staffing of Licensed and Certified Professionals including *Registered Nurses in all specialties and clinical areas, Practical Nurses, Certified Surgical Technicians & Surgical Techs, Radiology Techs, Respiratory Care Practitioners* as non-licensed personnel who meet MNR's standards for Employment or contract work.
- MNR is expertly dedicated to providing supplemental staffing services to acute, sub-acute, long term care facilities, Hospitals and various clinic settings.
- MNR provides coordination of staffing through partnering with the facility(s) to assess the unique needs of each floor or unit and offers a Client focused accounting system.
- MNR is committed to maintaining the highest standard for professional accountability, conduct, competency, fair & ethical business practices as well as service excellence.

STAMP_ITEMNUMB
Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

Service Requests

- MNR and Client will identify management representatives or designees who are authorized to place shift or short term contract assignment orders for supplemental staff.
- MNR will use its best efforts to provide and send competent healthcare personnel to meet the client's needs.
- Client will provide MNR representatives with information regarding the shift times, unit/floor descriptions, documentation requirements, as well as the facility policy & procedures for supplemental staff.
- Client accepts that the obligation held by MNR is limited by the availability of competent, qualified staff - willing and able to accept Client's assignments. MNR nor offers nor implies any type of service guarantee for availability of its staff.

Agency Considerations:

- MNR agrees to do its best but provides no guarantee to fill any or all positions as required by the Client. To cultivate a great level of service by MNR to the Client, the Client agrees to fully cooperate with MNR to ensure successful fill rate for any open position. Such cooperation includes, but is not limited to the following covenant(s):
- Client agrees to review all of MNR's submitted paperwork (profiles, documents, certifications) for each candidate that MNR offers to the Client for consideration, within three (3) business day.
- Client agrees to process and submit timesheets no later than Tuesday for any previous workweek.
- Client agrees to give MNR's staff a per diem monthly schedule based on availability provided by the HCP built on the open shifts sent to the agency to prevent the staff from looking for work elsewhere and to promote continuity. All schedules and changes to schedules should be provided to MNR either in writing by fax or by email.
- Client agrees to provide MNR's candidates a maximum of a three (3) consecutive business days Orientation.
- Client agrees to submit all job orders to MNR in writing, preferably by email. Any submitted job order from Client to MNR should have specific position requirements listed including but not limited to:
- a. Minimum level of experience
- b. Specific shifts or time slots for which coverage is needed.
- c. Specific skills required for the opening.

STAMP_ITEMNUMB
Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

MNR Staffing Responsibilities

- MNR will select healthcare professionals for per diem assignments to the Client that meet the standards for experience and competency as defined by the Client and in accordance with MNR's high Staffing Standards.
- MNR reserves a right to outsource for staff healthcare professionals when MNR employees are not available for duty. MNR requires that any candidate performing services on behalf of MNR, for MNR client(s), has passed the appropriate competency screening and has completed a clinical skills assessment for their classification and area of expertise. MNR will retain all medical records for independent contractors and will make them available to the client upon request.
- The right to work in the United States will be established and supported by documents in accordance with Immigration Laws.
- MNR serves as a representative and facilitator for conflict resolution. Through its management, MNR will function as an objective advocate to facilitate communications.
- MNR staff assigned to Client will professionally, ethically and diligently carry out their responsibilities with acknowledgement and due respect for their expertise and licensure, as applicable, and in the best interest of the Client's patient population, their health and welfare, their image and presence as a healthcare organization and member of the community.
- As MNR staff, any individual who does not comply, who is dismissed for deemed incompetent, negligent behavior or who engages in misconduct detrimental to the best interest of the Client shall be suspended for investigation and/or may be relieved from further assignments pending the outcome of the investigation.
- If suspended, MNR and Client representative agree to jointly review the issues and facts related to a cited incident. The investigation will be initiated upon notification of incident and completed in a timely manner defined as five (5) business days. The outcome and possible MNR personnel actions may include:
- *Repeated Orientation *In-Service *Progressive Counseling *Probation *Termination

Client Responsibilities

- The Client will identify the classification of personnel and shift(s) needed for a predetermined schedule at a specific facility.
- The Client will guarantee a minimum of seven (7) hours per shift or assignment and will exercise every effort to offer other work assignments to MNR's staff prior to canceling shift assignments.
- The Client acknowledges overtime hours for all hours worked over forty (40) per work week. All work over forty hours will be billed at time and one half (1 ½) the contracted hourly rate.
- Acknowledge "extra time" for all minutes and/or hours worked over the regular scheduled shift duration. All work over the regular scheduled shift time will be

STAMP_ITEMNUMB
Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

billed at regular hourly rate as long as the total hours worked does not exceed forty (40) hours per week.

- Acknowledge weekend rate differential, if applicable, for any shift that begins on Friday from 3pm and ends on Monday at 7:00am.
- Acknowledge holidays in accordance with applicable state and federal laws. Holidays will be invoiced at the overtime rate of time and one half (1 ½) of the regular hourly rate. Holiday's begin with the 11 pm shift on the eve of the actual day of the holiday and end at 11 pm on the day of the holiday. MNR recognized holidays are:

Christmas	**New Year's Eve**	**Memorial Day**
Thanksgiving	**Independence Day**	**Labor Day**
Dr. Martin Luther King	**New Years Day**	**Columbus Day**

- The Client agrees to follow guidelines of NY, CT, NJ & FL, Paid Leave Law and provide up to 40 hours of paid leave for MNR's staff, once that staff becomes eligible for it. As per law, paid sick time accrued at one hour for each 30 hours worked at the facility. MNR will track the hours work and will advise the client about the eligibility of employee one the request is made
- The Client will support obtaining written performance evaluations on MNR staff after completing the first shift, then following at mutually agreed time intervals.
- The Client agrees to notify & provide MNR with a written report for any work-related injury or incident. If needed, the Client agrees to provide treatment & care at the facility where the injury occurred.
- Direct all related documentation to MNR with the understanding that confidentiality, privacy and applicable laws and regulations are acknowledged and observed.
- The Client will accept and immediately process MNR invoices for payment. Invoices will indicate MNR Staff's Name, classification, date, Client's name, times in & out and total hours worked. Invoices will be mailed weekly.
- The Client will refer incidents that involve interpersonal misunderstandings among or between staff to MNR management immediately. Performance appraisals related to behavior and/or subjective situations of overt or covert behavior other than incompetence, negligence, or misconduct that may jeopardize patient safety and welfare will be reported to MNR for investigation and appropriate personnel action.
- The Client is not responsible for paying employee's travel/mileage expenses to the facility, unless otherwise agreed upon.

STAMP_ITEMNUMB

Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

Orientation/Training/Education/Competency

For all nurses supplied by MNR, the Client will:

- Provide paid orientation program including its policies and procedures, the Corporate Compliance Code of Conduct and all components as defined by CMS, NYSDOH, CTDOH, NJDOH, or FLDOH, JCAHO Long Term Care Standards.
- Conduct a competency assessment prior to allowing services to be rendered.
- Periodically assess performance of those individuals supplied by MNR, as necessary.

The Client will provide copies of the competency assessments and evaluations to MNR without exceptions.

Recruitment and Hiring

- MNR conducts its business practice in an ethical and fair manner and strives to demonstrate professional accountability and service excellence through its image, trust and reputation established by its representatives and staff.
- MNR recognizes that substantial economic resources are allocated to attract and recruit the most qualified prospective staff to service the Client's healthcare facilities/organization.
- MNR recognizes the economic impact of staff separation and believes the following is fair, just and acknowledges the goodwill and patronage essential to a developed relationship with the Client.
- The client agrees not to recruit or hire MNR staff for its per diem/float pool or any position for a period of one hundred and eighty (180) days upon completion of his/her last shift worked at the Client's facility under MNR. If the Client decides to hire MNR's staff member, the Client will be invoiced a permanent placement fee of ($15,000 for an LPN, $18,500 for an RN, $25,000 for RN Supervisor and $25,000 for any other type of specialty)
- For MNR staff member who initiates interest in Client's employment opportunities and is then offered a position, Client will notify MNR management of the intent to hire and pay applicable fees ($15,000 for an LPN, $18,500 for an RN, $25,000 for RN Supervisor and $25,000 for any other type of specialty.)
- All candidates submitted to **Chemung County Health Center - Nursing Facility** shall be labeled as a **"Meridian's Candidate"**. All candidates submitted, will not be eligible for employment directly on staff at "Client" or another contracted agency for a period of One Hundred Eighty (180) days after document submission. A Meridian Candidate will only be eligible for employment through another agency or staff position, after the period of One Hundred Eighty (180) days after his/her last worked shift.

STAMP_ITEMNUMB

Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

Confidentiality of Information

MNR and Client each agree to take all sensible steps and to do all things within reason to ensure that information relating to patient's, MNR's and Client's business will not be disclosed or made use of outside the business of either. However, the foregoing will not apply to information, if provided to:

1. Government agencies, as required by law or to third party payers
2. Payers for reimbursement and consented to by the patient, as necessary
   Or information which such party can show was known to it prior to the disclosure by the other party which is or becomes public knowledge through no fault of such party

Indemnification

Client will indemnify, defend and hold harmless MNR and all personnel directly or indirectly connected with their corporation, including officers, directors, employees, and agents, from and against any and all liabilities, damages, costs and expenses, including legal fees and other costs of defense, incurred in connection with: (i) any claim, demand or action that results from the actions or inactions of MNR and its Members and/or the use of the Services, or any hardware, software or intellectual property used in connection with the Services offered hereunder, and/or (ii) any a claim that any hardware, software or other intellectual property used in connection with the Services infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States or any other country or government in the world, or in connection with the failure of Client and its Members or representatives to strictly abide by the terms of this Agreement. This provision shall survive the termination or expiration of this Agreement.

Updated Client Information

If at any time during the term of this Agreement, Client's legal name, address or any other information, which may impact MNR's operations or its ability to provide service to the Client or to collect for services rendered to the Client, Client will provide MNR with current and up-to-date information. The refusal of Client to provide such information in a timely or otherwise manner does not negate Client's financial responsibility to MNR for services rendered and all outstanding invoices for the same.

Insurance

MNR will provide and maintain at its sole cost and expense programs of insurance:

- Medical Professional Liability Insurance (Malpractice) Coverage a maximum of $1M per occurrence and $3M in the aggregate per annum.
- Workman's Comp Insurance

MNR, upon Client's request, will provide the client with a Certificate of Insurance evidencing coverage. Such insurance will be maintained current.

STAMP_ITEMNUMB

Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

Invoicing

Each MNR invoice will be forwarded weekly and will reflect:

- Invoice Date & Invoice Number
- Week Ending & Period Covered
- Date Staff Worked
- Staff Name, Classification & Shift Worked
- Hours Worked
- Hourly Billing Rate & Total for the Shift

Payment of Invoice

Invoices will be sent by US Postal Service or an email attachment or fax and/or a combination of these methods weekly by MNR. Invoices are to be paid in full in accordance to the rates and terms listed in "Attachment A". An invoice discrepancy (if any) may be disputed within 5 business days of the invoice print date. After 5 business days, invoice may not be disputed. If this contractual agreement is terminated by either party or due to requests by a third party, all unpaid invoices must be paid in full immediately.

Please mail payments to:

MERIDIAN NURSE RECRUITERS, Inc.
471 North Broadway
 # 349
Jericho, N.Y. 11753

Governing Law; Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to applicable conflict of law provisions.

Entire Agreement

This Agreement supersedes all prior agreements, written or oral, between the parties hereto and shall constitute the entire agreement of the parties. No amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties.

Waivers, Amendments, Modifications

Neither this agreement nor any provision hereof may be waived, supplemented, amended or modified except by a written instrument signed by each of the parties hereto.

STAMP_ITEMNUMB

Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

Successors and Assigns

All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. No assignment, pledge or other transfer by a party hereto shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement.

Collection

In the event of any action to collect unpaid invoices, the Client shall be liable to MNR or its assignee for all costs of collection, including but not limited to attorney's fees and costs (including at the trial and appellate levels). MNR may collect from the Client a fee of $45.00 for any check that is returned by the financial institution on which it draws as "dishonored" or for "insufficient funds" after notification that the check has been returned. In the event that this contract is terminated by either party, the Client will be held liable for all outstanding and current balances and will immediately provide payment to MNR to cover the same.

Interruption of Service

In the event that the Client fails to make payment to MNR for submitted invoices in a timely manner, MNR reserves the right to cancel its services to the Client without a notice. If the Client disregards this motion and, to maintain staff continuity, contacts the MNR's staff directly, MNR will then interpret such action as a breach of this service agreement and will consider each of its staff members utilized by the client in such manner as PERMANENT PLACEMENT. As such, the Client will be fully responsible for all outstanding invoices to MNR plus the permanent placement fees associated with permanent placement as described in the RECRUITMENT and HIRING section of this agreement.

Waiver of trial by jury

Each of the parties hereto hereby knowingly, voluntarily and intentionally waive the right any of them have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the parties entering into this agreement.

Consent to Jurisdiction

Each of the parties hereto hereby irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement be brought in any of the Federal or state courts having subject matter jurisdiction located in the Nassau County, State of New York, and, by execution and delivery of this Agreement and such other documents executed in connection herewith, each such party hereby (i) accepts the non-exclusive jurisdiction of the aforesaid courts, (ii) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court with respect to such documents, and (iii) irrevocably

STAMP_ITEMNUMB
Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to

such documents brought in any such court, and further irrevocably waives, to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum.

Client Rates
Refer to "Attachment A".

Agreement Terms
This MNR and Client Agreement will continue for an initial term of one (1) year, commencing on the Effective Date. Notwithstanding the foregoing, MNR reserves the right to terminate this Agreement at any time without cause upon sixty (60) days written notice without penalty. Either party may terminate this Agreement in the event of a breach of any material provision of this Agreement by the other party, within thirty (30) days of written notice to the other party provided that such breach is not cured within such thirty-day period. MNR shall fulfill, in accordance with the terms of this Agreement, all orders placed by the Client and received by MNR prior to the termination or expiration of this Agreement, only if the Client is in good financial standing and have fulfilled their financial obligation to MNR as per terms stated in "Attachment A".

Notices
Any notices to be made with Agreement shall be in writing and deemed effective when sent by registered or certified mail to the following address:

MERIDIAN NURSE RECRUITERS
471 North Broadway
 # 349
Jericho, NY 11753

Client: **Chemung County Health Center - Nursing Facility,**

Each party represents and warrants that it is authorized to execute, deliver and perform this Agreement. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York. MNR will not be deemed to be in violation of the Agreement if MNR is unable to provide MNR healthcare professional for reasons beyond its control, when reasonable effort is made in accordance with this Agreement or if the

STAMP_ITEMNUMB
Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

Client has not fulfilled its financial obligation to MNR for services rendered as stated "Attachment A".

IN WITNESS WHEREOF, the authorized undersigned have executed this Agreement based on the Effective Dates and in accordance with the Schedule of Rates.

Chemung County Health Center - Nursing Facility,

_____
Signature

_____
Print Name

_____
Title & Date

MERIDIAN NURSE RECRUITERS:

_____
Signature/Date

_____

Date: _____

STAMP_ITEMNUMB

Client Initial Here:_____

MERIDIAN NURSE RECRUITERS
Staffing Success 24/7

MERIDIAN NURSE RECRUITERS
471 North Broadway, # 349
Jericho, N.Y. 11753
Tel 718-255-5830 or 732-366-5272
Fax 888-398-0994

ATTACHMENT "A"

Healthcare Professional and Workers	30 DAYS (Check in Hand)	30 DAYS (Check in Hand)
RATE	$/hour	$/hour/Wknd
Registered Nurse Supervisor/Manager	$77.00	$79.50
Registered Nurse	$67.50	$69.50
Licensed Practical Nurses	$52.50	$54.50

****Other medical personnel available upon request****

Late Payment Provisions:
Net 31-60 Days - Add 1.50% to the total invoice amount (Payment must be received by MNR no later than 60 days from the Invoice date (Check in Hand)
Net 61-90 Days - Add 3.00% to the total 30 Days invoice amount (Payment must be received by MNR no later than 90 days from the Invoice date (Check in Hand
Late Payments:
Any payments received by MNR from the Client which are past ninety (90) days of the date of the invoice will be considered as a late payment and will incur irrevocable surcharge of four (4) dollars per hour on every billed hour for every thirty days for which the payment is late.
Credit Provision:
MNR allows the Client a credit line of up to $25,000.00 in total. Any amount owed by the Client to MNR exceeding $25,000.00, regardless of Net Terms must be paid up within fifteen (15) days. All balance above $25,000.00 not paid within fifteen (15) days will be subjected to an additional 21% in annual, accrued interest.
Emergency Rates:
Client will be notified via email and certified mail in the event of a situation where Agency will need to increase rates for a period in the event of severe shortage, act of god, inclement weather or other situations that may arise that client will deem "emergency". Emergency Rates will be bill at forty (40) % additional to the above approved rates.
Payment Procedure:
Meridian accepts payments via ACH (electronic bank to bank).

APPROVED BY CLIENT:

_____ _____
Authorized Client's Representative (SIGN) **PRINT NAME**

TITLE:_____ **DATE:** _____

STAMP_ITEMNUMB
Client Initial Here:_____

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with GST BOCES on behalf of the Chemung County Departments of Social Services and Mental Hygiene

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Prior Resolution No. 21-382 (July 1, 2021 to June 30, 2022)

Vendor/Provider	GST BOCES				
Term	07/01/2022-06/30/2023	Total Amount	$70,610	Prior Amount	$68,642
Local Share	0	State Share	$40,610	Federal Share	$30,000
Project Budgeted?	Yes	Funds are in Account #			

CREATION:	
Date/Time:	Department:
5/31/2022 10:53:51 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
5/31/2022 10:57 AM	Approved	County Executive	
6/15/2022 10:11 AM	Approved	Budget and Research	
6/16/2022 9:26 AM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
No Attachments Available		

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending agreement with Chemung-Schuyler Counties Chapter, NYSARC, Inc., d/b/a The ARC of Chemung-Schuyler on behalf of the Chemung County Departments of Social Services and Mental Hygiene

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Resolution authorizing an amended agreement with Chemung-Schuyler Counties Chapter, NYSARC, Inc. (DBA: The ARC of Chemung-Schuyler) on behalf of the Chemung County Departments of Social Services and Mental Hygiene.

Vendor/Provider	The ARC of Chemung-Schuyler				
Term	01/01/2022-12/31/2022	Total Amount	$315,516	Prior Amount	$231,201
Local Share	$285,838.50	State Share	$9,892.50	Federal Share	$19,785.00
Project Budgeted?	Yes	Funds are in Account #			

CREATION:

Date/Time:	Department:
5/31/2022 11:21:20 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
5/31/2022 11:35 AM	Approved	County Executive	
6/15/2022 10:15 AM	Approved	Budget and Research	
6/21/2022 10:40 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Copy_of_ARC_Budget_Amend_1__2022.pdf	ARC Budget Amendment 1	Cover Memo
ARC_Memo_Amend_1__2022.pdf	ARC Memo Amendment 1	Cover Memo

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ATTACHMENT "B"

SCHEDULE IV

AMENDMENT

Chemung-Schuyler Counties Chapter NYSARC, Inc (DBA: The ARC of Chemung-Schuyler)
711 Sullivan Street
Elmira, New York 14901

1/1/22 - 12/31/22

ACCOUNT NUMBER				DEPT.	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10	6010	2000	50408	Social Services	Custodial Services - HRC	$39,570.00	$19,785.00	$9,892.50	$9,892.50
10	3640	3640	50414	Emergency Management	Custodial Services - EMO	$6,000.00	$0.00	$0.00	$6,000.00
10	4310	4310	50408	Mental Health	Therapeutic Supports	$252,946.00	$0.00	$0.00	$252,946.00
					Total DSS/EMO Agreement:	$298,516.00	$19,785.00	$9,892.50	$268,838.50
Plus: Services Agreement:					Shredding Services to Various County Departments	$17,000.00	$0.00	$0.00	$17,000.00
					Total Agreement:	**$315,516.00**	**$19,785.00**	**$9,892.50**	**$285,838.50**

STAMP_ITEMNUMBER

CHEMUNG **C**OUNTY
DEPARTMENT OF **S**OCIAL **S**ERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
425-447 PENNSYLVANIA AVE.
P.O. BOX 588
Elmira, New York 14902-0588
PHONE NO: 607) 737-5405
FAX: (607) 737-5500

BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Colleen Hetrick, Supervisor of Fiscal Services

FROM: Christine O'Herron, Deputy Commissioner of Human Services

DATE: May 26, 2022

RE: 2022 Chemung-Schuyler Counties Chapter, NYSARC, Inc. Amendment

Please consider this correspondence as our request to amend County resolution 21-631 with Chemung-Schuyler Counties Chapter, NYSARC, Inc. (DBA: The ARC of Chemung-Schuyler) in 2022.

The Chemung-Schuyler Counties Chapter, NYSARC, Inc. notified the Department of Mental Hygiene of an erroneous invoice process in 2021. To remedy this error, we are requesting the Therapeutic Supports budget in 2022 increase by $84,315. As a result, the Therapeutic Supports budget will not exceed $252,946 in 2022, and will cover both 2021 and 2022 services.

If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending agreement with the Council on Alcohol and Substance Abuse of Livingston County d/b/a Trinity on behalf of the Chemung County Department of Mental Hygiene

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Amendment to Resolution No. 22-069

Vendor/Provider	Council on Alcohol and Substance Abuse of Livingston County D/B/A Trinity				
Term	01/01/2022 - 12/31/2022	Total Amount	$1,323,494.00	Prior Amount	$923,494.00
Local Share	$105,813.00	State Share	$1,125,731.00	Federal Share	$91,950.00
Project Budgeted?	No	Funds are in Account #	10-4310-4310-50408		

CREATION:	
Date/Time:	Department:
6/14/2022 10:21:51 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
6/14/2022 10:27 AM	Approved	County Executive	
6/15/2022 10:37 AM	Approved	Budget and Research	
6/21/2022 4:37 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
CASA_Memo_2022_Amendment_1.pdf	Memo	Cover Memo
CASA_Budget_2022_amendment.pdf	Budget Amendment info.	Cover Memo

STAMP_ITEMNUMB

CHEMUNG **C**OUNTY
DEPARTMENT OF **S**OCIAL **S**ERVICES
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER
425-447 PENNSYLVANIA AVE.
P.O. BOX 588
Elmira, New York 14902-0588
PHONE NO: 607) 737-5405
FAX: (607) 737-5500

BRIAN HART, LCSW-R
COMMISSIONER

CHRISTINE O'HERRON
DEPUTY COMMISSIONER

TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Colleen Hetrick, Supervisor of Fiscal Services

FROM: Christine O'Herron, Deputy Commissioner

DATE: June 10, 2022

RE: **2022 CASA OF LIVINGSTON COUNTY (DBA TRINITY OF CHEMUNG) AMENDMENT**

On behalf of the Chemung County Department of Mental Hygiene, please accept this correspondence as our request to amend County resolution 22-069 with CASA of Livingston County (DBA Trinity of Chemung) in 2022.

As you may be aware, Chemung County is in receipt of funds from the Office of the Attorney General (OAG) as a result of an opioid litigation. Of the funds received, the Department of Mental Hygiene has recommended CASA of Livingston County be awarded $400,000. These settlement dollars will be utilized to support services as noted on the state approved use list as outlined below;

- Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
- Expand mobile access staff time in the county jail.
- Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with substance abuse and any co-occurring substance abuse/mental health conditions.
- Trinity will provide Naloxone Administration education to school staff in addition to the nurses already being trained.
- Make Naloxone kits readily available to law enforcement and/or ambulance services. This will provide approximately 1300 doses.
- Develop and release additional commercials focused on the Opioid epidemic. Develop and deliver a campaign focus on Fentanyl.

STAMP_ITEMNUMB

- Supply at the Bi-Annual drug take back disposal and destruction efforts with use of Deterra pouches.
- Enhanced school programming by focusing particularly on graduation events.
- Provide trainings to OBGYN and other healthcare professionals. Specifically target Narcan training to expected mothers, and collaborate with LDOH to coordinate access to preventive and recovery services for this population.
- Purchase and distribute Fentanyl test strips for public use.

There are no additional changes to the CASA of Livingston County agreement at this time. Please contact Commissioner Brian Hart at 737-5501, if you have any questions. Thank you.

STAMP_ITEMNUMB

ATTACHMENT "B"

SCHEDULE IV

Council on Alcohol and Substance Abuse (CASA) of Livingston County, Inc.
DBA Trinity of Chemung
Holcomb Building, Suite 2
Geneseo, NY 14454

1/1/2022 - 12/31/2022

Amendment

ACCOUNT NO.	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
10-6010-0100-50408	DA Assessments	$85,000.00	$17,000.00	$0.00	$68,000.00
10-6010-0200-50408	Co-located Substance Abuse Consultant	$70,000.00	$70,000.00	$0.00	$0.00
10-6010-0200-50443.2002	C&FS Toxicology Screenings	$15,000.00	$4,950.00	$4,800.00	$5,250.00
10-4310-4510-50408	Adolescent DA Case Manager	$68,571.00	$0.00	$42,514.02	$26,056.98
10-4310-4310-50408	Club House Program	$248,160.00	$0.00	$248,160.00	$0.00
10-4310-4310-50408	Outpatient Education Program	$376,763.00	$0.00	$370,257.00	$6,506.00
10-4310-4310-50408	Jail-Based Treatment & Transition Program	$60,000.00	$0.00	$60,000.00	$0.00
10-4310-4310-50408	Opioid Settlement	$400,000.00	$0.00	$400,000.00	$0.00
TOTAL		**$1,323,494.00**	**$91,950.00**	**$1,125,731.02**	**$105,812.98**

STAMP_ITEMNUMBER

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with The Guthrie Clinic on behalf of the Chemung County Nursing Facility (Electronic Health Data)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The sharing of medical information among health care providers is essential to the coordination of care, control of costs, and quality of services for patients and the health care system. In order for this information sharing to be done in a secure, protected manner The Guthrie Clinic has agreed to give the Chemung County Nursing Facility access to the Guthrie CareLink Electronic Health Record Data Repository for any patients of the Nursing Facility seen in Guthrie offices. This agreement involves no cost to the county. The County's participation in this agreement is essential to the future of health systems management.

Vendor/Provider	The Guthrie Clinic				
Term	no term	Total Amount	0	Prior Amount	0
Local Share	0	State Share		Federal Share	
Project Budgeted?	Yes	Funds are in Account #			

CREATION:	
Date/Time:	Department:
6/14/2022 11:56:09 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
6/14/2022 11:58 AM	Approved	County Executive	
6/15/2022 10:56 AM	Approved	Budget and Research	
6/22/2022 9:25 AM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Guthrie_EpicCare_Link_Access_Agreement.pdf	Guthrie EpicCare Link Access Agreement	Cover Memo

STAMP_ITEMNUMB

STAMP_ITEMNUMB

AGREEMENT FOR ACCESS TO GUTHRIE ELECTRONIC HEALTH DATA

General Parameters

This Agreement for Access to Protected Health information ("PHI") is entered into between The Guthrie Clinic ("Guthrie"), a Pennsylvania nonprofit corporation, and

Chemung County d/b/a Chemung County Nursing Facility

("Practice", "Physician", or "Provider", hereinafter referred to as "Outside Entity").

This Agreement shall be effective on the 1st day of June, 2022, by and for granting secure access to Guthrie's electronic database of patient information as described herein and incorporated into this Agreement.

WHEREAS, the Guthrie Clinic electronic system allows Outside Entities affiliated with Guthrie or other providers of health care services in and around the Guthrie service area to view the electronic health records ("EHR") of their patients for the purposes of treatment, payment and certain health care operations to the extent permitted without authorization by the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulation promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"), and further subject to the Recovery and Reinvestment Act of 2009 ("ARRA"), including its provisions commonly known as the "HITECH Act", the "Omnibus Rule", and rules and regulations promulgated thereunder, as may be amended from time to time;

WHEREAS, Guthrie believes that the use of the EHR Technology by Outside Entity would substantially improve the quality of health care provided in and around the Guthrie Service Area and would therefore like to allow access to the System by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement.

WHEREAS, Outside Entity provides professional or other medical services to Guthrie patients, but does not have a contract with Guthrie for access to the EHR;

WHEREAS, Outside Entity has agreed to use the system to improve the quality and efficiency of the medical services Outside Entity provides to Guthrie patients; and

NOW, THEREFORE in consideration of the premises, the mutual agreements and covenant herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

STAMP_ITEMNUMB

1. System Access.

1.1 Subject to the terms and conditions of this Agreement, The Guthrie Clinic hereby grants access to Outside Entity non-transferable and non-exclusive access to the System to permit the medical/clinical personnel and their Authorized Users to electronically access and use the System solely for storing, processing and displaying medical records and other information, images, and content related to the provision of healthcare to patients of such Outside Entity. Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual authorized user by Guthrie, and that each authorized user shall be prohibited from using another authorized user's access code to access and/or use the System. Outside Entity further acknowledges and understands that Guthrie may terminate individual Authorized Users access and/or the entire Outside Entity's access at any time for any reason without penalty; regardless of any effect such termination may have on Outside Entity's operations.

1.2 Outside entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use the System must be obtained separately by Outside Entity. Guthrie shall not be responsible for the procurement, installation or maintenance of any necessary components and Guthrie makes no representations or warranties regarding the component whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

2. Use or Disclosure of PHI.

2.1 Outside Entity shall not use or disclose PHI received from The Guthrie Clinic in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of Guthrie, only in accordance with the provision of this Agreement and Federal and state law. Outside Entity shall not disclose PHI in any manner other than is permitted by this Agreement, Outside Entity further agrees that all information accessed through the System will be maintained in the strictest confidentiality and in the same manner as Outside Entity safeguards the confidentiality of other patient care records, and as required by state and Federal law.

2.2 Outside entity agrees to implement and utilize the System and shall provide Guthrie with access to a patient EHR that are created, maintained, transmitted, or received using the System when such patient is also a patient of Guthrie solely for the purposed of patient treatment, to the extent permitted without patient authorization by HIPAA. Outside Entity shall use the System in accordance with any network security policies issued by Guthrie from time to time.

2.3 The Guthrie Clinic and Outside Entity shall comply in all material respects with the standards for privacy of individually identifiable health information of the Administrative Simplification subtitle

of HIPAA. The Guthrie Clinic and Outside Entity recognize their respective s status as "covered entities" under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status.

2.4 Prohibited Uses: Outside Entity may not:

a) Sell, disclose to any third party, transfer to any third party or otherwise permit or facilitate third-party access to the System;
b) Use any System data with the intent to negatively affect the competitive advantage of Guthrie in the marketplace
c) Use, Transmit, or Disclose in any way System/Patient data obtained for any purpose other than those listed in this Agreement

3. Process for Requesting System Access.

3.1 Outside Entity shall designate a liaison to coordinate user access. The liaison is responsible for managing the request, modification, and termination of accounts that the Outside Entity is provided. Before access to the System, each Authorized User shall select "I ACCEPT" to the Terms and Conditions/Confidentiality Statement. This form provided herein as Exhibit A, attached hereto and incorporated herein by reference, as that form may be amended from time to time. Outside Entity agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Terms and Conditions/Confidentiality Statement. Outside Entity liaison shall provide Guthrie with the appropriate filled out electronic request forms, individually signed User Terms and Conditions/Confidentiality forms and shall notify Guthrie of any change in such contact. Each Authorized Individual shall also complete, in a form and in a manner to be determined by Guthrie, at least annually training regarding the requirements of HIPAA as they pertain to System access.

3.2 For purposes of this Agreement, access to the System shall be permitted only for such categories of employees of Outside Entity who have a reasonable need to access PHI of Guthrie patients for purposes of carrying out their duties to such patients. The Authorized Users of Outside Entity who shall have access to the System are listed in Exhibit B of this Agreement, incorporated by reference herein, Outside Entity agrees to notify The Guthrie Clinic within 24 hours when any Authorized User is separated from employment of Outside Entity for any reason, including but not limited to termination or voluntary separation. Outside Entity further agrees, annually, to validate that the Authorized Users with current access to the System continue to require access to the System and continue to be employees or agents of Outside Entity.

4. Confidentiality of Data / Safeguards.

Outside Entity understands that System data includes confidential and patient protected health information. Outside Entity agrees that it will implement all appropriate administrative, physical and technical safeguards to prevent unauthorized use or disclosure of PHI. Outside Entity agrees to comply with all federal and state laws and regulations regarding privacy, security and electronic exchange of health information, as currently enacted or amended in the future.

5. Data Ownership.

Outside Entity acknowledges and agrees that Guthrie owns all rights, interests and title in and to the data in the System data and that such rights, interests and title shall remain vested in The Guthrie Clinic at all times. Outside Entity shall not compile and/or distribute analyses of System data to third parties utilizing any data received from, or created by or received on behalf of The Guthrie Clinic without express written permission from The Guthrie Clinic.

6. Reporting of Unauthorized Use or Disclosure of PHI.

6.1 Outside Entity shall within one (1) business day of becoming aware of an unauthorized use of disclosure of PHI by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to whom Outside Entity disclosed PHI, report any such disclosure to The Guthrie Clinic . Such notices shall be made to the following:

Guthrie Privacy Officer

1-888-841-4644 -OR- www.Guthrie.Alertline.com

6.2 If at any time Outside Entity has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity will immediately give Guthrie notice and take actions to eliminate the cause of the breach or access/disclosure of such information. To the extent Guthrie deems warranted, in its sole discretion, Guthrie will provide notice or require Outside Entity to provide notice to individuals whose PHI may have been improperly accessed or disclosed. Outside Entity will be responsible for the costs of this notice if the breach, access or disclosure was caused by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to whom Outside Entity disclosed PHI.

6.3 Guthrie has the right, at Outside Entity's sole cost and expense, at any time, to monitor, audit, and review activities and method in implementing this Agreement in order to assure compliance therewith, within the limits of Outside Entity's technical capabilities.

7. Third Party Access.

Outside Entity shall obtain the written approval of The Guthrie Clinic prior to allowing any agent or subcontractor access to PHI that is created by or received on behalf of The Guthrie Clinic. In the event that Guthrie consents to such third party access on a case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees, in writing, to be bound by the same restrictions, term and conditions, that apply to Outside Entity through this Agreement. Outside Entity shall require that any agent or subcontractor notify outside Entity of any instances in which PHI is used or disclosed in an unauthorized manner. Outside Entity shall take steps to cure the breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract.

8. Availability of Books and Records.

Outside Entity agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from The Guthrie Clinic, or created by or received on behalf of The Guthrie Clinic, available to the Secretary of the U.S. Department of Health and Human Services for purposed of determining The Guthrie Clinic's and Outside Entity's compliance with the HIPAA standards. Outside Entity promptly shall provide to Guthrie a copy of any documentation that the Outside Entity provide to the Secretary.

9. Investigations/Sanctions.

The Guthrie Clinic reserves the right to monitor, review and investigate reported and identified failures to comply with this Agreement and impose non-monetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Outside Entity's access, or termination of the Individual Authorized User access. The Guthrie Clinic reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Outside Entity agrees to cooperate with The Guthrie Clinic in order to adequately investigate complaints received involving the Outside Entity's employees or agents. Outside Entity agrees to have a sanctions policy, produce it upon request, and discipline its employees or agents for all breaches involving The Guthrie Clinic PHI in accordance with the HIPAA Privacy Rule. Outside Entity understands that lack of adherence to this section allows Guthrie to immediately void this Agreement and all associated access privileges.

10. Term and Termination.

This Agreement will begin on effective date and will continue thereafter from year to year until either party notifies the other in wiring of its intent to terminate. Either party may terminate this Agreement by sending advanced written notice of the intent to terminate.

The Guthrie Clinic retains the right to unilaterally terminate access, at its sole discretion, without advance notice. The Guthrie Clinic will consider any unauthorized use as a Breach of this Agreement and grounds for immediate termination of this Agreement.

The Guthrie Clinic may terminate its participation in this Agreement immediately without liability for such termination, in the event The Guthrie Clinic determines that Outside Entity, or Outside Entity's directors, officers, employees, contractors, or agents have violated a material provision of this Agreement.

11. Indemnification.

To the extent permitted by law, Outside Entity agrees to indemnify and hold harmless Guthrie, its governing board officers, employees and agents, from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, litigation expenses, defense costs, costs of breach notification and mitigation, regulatory investigations by the Office for Civil Rights or state regulatory agencies, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Outside Entity or subcontractors or agents in connection with the performance of Outside Entity's duties under this Agreement, including but not limited to breach notification costs and expenses, and attorneys' fees. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity. The Guthrie Clinic retains the final right of approval of any and all communications to Individuals, including its patients, employees, media, regulators or any other party for whom The Guthrie Clinic may be obligated to notify.

The Guthrie Clinic shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, or to provide advice regarding breach notification, the reasonable costs and expenses of which shall be the responsibility of Outside Entity. The Guthrie Clinic shall provide Outside Entity with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Outside Entity in establishing a defense to such action.

These indemnities shall survive termination of this Agreement.

12. Insurance.

During the term of this Agreement, Outside Entity, at its sole expense and cost shall provide commercial general liability insurance on an occurrence basis in the minimum amount of $1,000,000. Such liability insurance coverage shall include "cyber liability" insurance coverage. Such insurance shall be necessary to insure Outside Entity against any claim or claims for damages arising under this Agreement or from violating Outside Entity's own obligations under the HIPAA Rules or the HITECH Act, including but not limited to, claims or the imposition of administrative penalties and fines on Outside Entity or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of protected health information. Such insurance coverage shall apply to all site(s) of Outside Entity and to all services provided by Outside Entity or any subcontractors or agents under this Agreement

13. Governing Law.

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the state of Pennsylvania. Venue shall lie in Bradford County, for any dispute arising out of this Agreement.

14. Relationship of the Parties

It is expressly understood and agreed that this Agreement is not intended to, and does not, create a joint venture, partnership, association, or other affiliation or business relationship between the parties. The Guthrie Clinic and Outside Entity shall at all times be separate legal entities and are not liable for the debts or obligations of the other party.

15. Entire Agreement and Waiver.

This Agreement constitutes the entire agreement between the parties regarding access to the System, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Agreement may not be altered, amended, or modified except as agreed to in writing by both parties. No consent or waiver, express or implied, by either party in the performance by the other party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default by the other party.

In WITNESS WHEREOF, The Guthrie Clinic and Outside Entity have caused this Agreement to be duly executed on the date and year first above written.

Chemung County

By: _____

(Printed)

By: _____

(Signature)

Title: _____

Date: _____

The Guthrie Clinic

By: _____

(Printed)

By: _____

(Signature)

Title: _____

Date: _____

STAMP_ITEMNUMB

Exhibit A: User Terms and Conditions/Confidentiality Agreement

I understand that I am being granted access to the Guthrie CareLink Electronic Health Record Data Repository, ("System"). The System is a database used to store clinical information including Protected Health Information ("PHI"), for the patients of The Guthrie Clinic.

Because I have been approved for access to the System, I understand and agree to the following:

1. I will protect the confidentiality and security of the PHI accessed from the System in accordance with federal and state regulations.
2. I will obtain patient authorization prior to accessing records in Guthrie CareLink.
3. I will not access my own medical information, or that of my family members, or ask others to access it for me.
4. I will safeguard and will not disclose my access code, passwords or any other authorizations I may have that allow me to access PHI in the System.
5. I will accept responsibility for all activities performed under my access codes, passwords or other authorizations.
6. I will not use the access codes and passwords of another individual to access the System / PHI.
7. I will be responsible for any misuse, wrongful disclosure, or failure to safeguard PHI as a result of my actions or behavior.
8. I will only access and use PHI that is reasonably necessary or me to perform the duties required for current patient care.
9. I will not in any way divulge copy, release, sell, loan, alter, destroy, any PHI.
10. I will not electronically transmit any PHI in a manner that is not secure.
11. I will safeguard all PHI and will not attempt to gain access to information for which I am not authorized.
12. I understand that my accesses and activities to the System and the Data will be monitored and audited.
13. I understand my responsibility to report to my employer any inappropriate access, use of disclosure of PHI that I observe or of which I become aware.

I acknowledge that my failure to comply with these Terms and Conditions / Confidentiality Agreement may result in the termination of access to the System, as well as disciplinary actions imposed by my employer, which may include termination of employment. I also acknowledge that I and/or my employer may be subject to civil or criminal penalties as described by federal / state law for inappropriate use or disclosure. _____ (Please initial here)

Signature of Person Receiving Access: _____

Print Name of Person Receiving Access: _____

Job Title : _____ Location: _____

Site Liaison: _____ Site Liaison Phone Number: _____

STAMP_ITEMNUMB