AGREEMENT FOR PERSONAL SERVICE

THIS AGREEMENT entered into this 6 day of May, 2014 by and between the **COUNTY OF ERIE,** a municipal corporation of the State of New York, having its principal place of business located at 95 Franklin Street, in the City of Buffalo, New York 14202 (hereinafter referred to as **"COUNTY"**)

and

Margaret Mayer_Independent Contractor with the County of Erie Department of Health, residing at 30 – 3 Carriage Drive, Orchard Park, NY 14127
(hereinafter referred to as **"CONTRACTOR"**)

WITNESSETH

WHEREAS, the Erie County Department of Health is responsible for many health programs for the County of Erie and the City of Buffalo, and

WHEREAS, the Erie County Department of Health has the need for the services of a Registered Nurse in order to render its various services, and

WHEREAS, "CONTRACTOR" has the expertise necessary to provide said services,

NOW, THEREFORE, in consideration of the mutual promises contained herein, **"COUNTY"** hereby engages **"CONTRACTOR"** and **"CONTRACTOR"** hereby agrees to furnish services to **"COUNTY"** as follows:

1. **"COUNTY"** shall pay **"CONTRACTOR"** at such rate as stated in **EXHIBIT A,** (Scope of Work), attached hereto and incorporated herein for the services rendered.

2. **"CONTRACTOR"** acknowledges that all services rendered hereunder shall be performed as an Independent Contractor.

3. **"CONTRACTOR"** agrees to perform the duties as set forth herein as Exhibit A.

4. In offering to provide services to the County, the Contractor agrees to devise a work schedule and to provide the county with said schedule on a timely basis. The County Acknowledges that the Contractor provides to other parties services similar to those that it is providing to the County.

5. Contractor is solely responsible for all costs and activities (training, courses, etc.) necessary to maintain all licenses and certifications it is required to have to provide services to others.

6. **"COUNTY"** shall not be obligated to use the services of **"CONTRACTOR"** at any time during the term of this Agreement.

7. Services provided pursuant to this Agreement shall conform to professional standards and be in a form and manner acceptable to the Commissioner of Health for the County of Erie. Payment for services shall be made upon submission of invoices in a form acceptable to the Comptroller and the County Attorney for the County of Erie, subject to approval by the Commissioner of Health, for the County of Erie.

8. **"CONTRACTOR"** shall, in a form and manner acceptable to **"COUNTY"** record all time expended on services performed pursuant to this Agreement. **"CONTRACTOR"** will be paid only for hours that are documented and/or recorded as directed by **"COUNTY". "CONTRACTOR"** is not entitled to pay lunch hours, or mileage.

9. This Agreement, or any part thereof, may not be assigned, transferred, modified or amended without the specific written consent of the parties hereto.

10. The rate of pay may be amended from time to time by resolution of the Erie County Legislature, and such amendment shall be effective upon notice in writing by **"COUNTY" to "CONTRACTOR".**

11. Either party upon a fourteen (14) day written notice may terminate this Agreement. However, the party contemplating termination shall advise the other party immediately.

12. This Agreement shall be deemed executory only to the extent of monies available to County for the performance of the terms of this Agreement and no liability for the purpose thereof.

13. **"CONTRACTOR"** shall be fully accountable for his/her performance under this Agreement and agrees to answer under oath all questions relevant to the performance thereof and to any transaction act or commission had omitted in connection therewith if called before any Judicial, County or State Officer or Agency empower to investigate the contract or its performance.

14. **"CONTRACTOR"** shall comply with all applicable laws, Federal, State and local laws, rules and regulations including but not limited to those against discrimination.

15. **"CONTRACTOR"** will hold harmless, defend and indemnify **"COUNTY"** against any claims or allegations against **"COUNTY"** arising out of the sole acts or negligence of **"CONTRACTOR".** This hold and indemnification will prevail regardless of the absence of insurance.

16. Consistent with the contractor's status as an Independent Contractor, **"CONTRACTOR"** agrees that **"COUNTY"** shall not be responsible for Workman's Compensation, Unemployment Insurance Benefits, Social Security, and Health Insurance Coverage for the benefit of **"CONTRACTOR".**

17. This Agreement shall be deemed to commence on the date of the execution hereof and shall continue in full force and effect until canceled by either party upon fourteen (14) days written notice.

IN WITNESS WHEROF, the parties hereto have set their hands and seals of the day and year first above written.

COUNTY OF ERIE

By: _____ Date: _____
MARK POLOCARZ/RICHARD TOBE
County Executive/Deputy County Executive

Approved as to content:

(Electronically Signed)
By: _____ Date: _____
GALE R. BURSTEIN, MD, M.P.H.
Commissioner
Erie County Department of Health

Approved as to form:

(Electronically Signed)
By: _____ Date: _____
GREG P. KAMMER
Assistant County Attorney

MARGARET MAYER

By: Margaret Mayer Date: May 6, 2014
Margaret Mayer

2014 ERIE COUNTY DEPARTMENT OF HEALTH

Contract /Amendment #: _____

APPENDIX F: INDEPENDENT CONTRACTOR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT TEMPLATE

[*STANDARD TEMPLATE AS OF FEBRUARY 2013* - The Workforce may not modify this template without obtaining prior approval from the County Department of Law]

INDEPENDENT CONTRACTOR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT effective May 6, 2014 by and between **ERIE COUNTY**, a municipal corporation of the State of New York, having an office and place of business at 95 Franklin Street, Buffalo, New York 14214 (hereinafter referred to as the "County") and Margaret Mayer, located at 30-3 Carriage Drive, Orchard Park, New York 14127, an Independent Contractor of Erie County (hereinafter referred to as "Independent Contractor").

WHEREAS, Erie County has engaged the services of Independent Contractor as a consultant to County; and

WHEREAS, in connection with the engagement, Independent Contractor may access and/or disclose Protected Health Information (PHI) as this term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule; and

WHEREAS, the parties intend to protect the privacy and security of PHI disclosed between the parties in compliance with HIPAA, and regulations promulgated thereunder (45 CFR Parts 160-164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules"), and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009, 42 U.S.C. § 17921-17954 ("HITECH'), and other applicable federal and state laws.

NOW, THEREFORE, in consideration of compensation from Erie County and the terms and conditions herein contained, Independent Contractor agrees as follows:

1. In connection with his or her work with Erie County, Independent Contractor will abide by the terms and conditions stated in this Agreement while performing services for Erie County and after his or her association with Erie County ends;

2. Independent Contractor has received training on and understand the basic principles of the HIPAA Privacy Rule and Security Rule, and will abide by all applicable laws and regulations;

3. Independent Contractor understands that the obligations set forth in this Agreement extend to any PHI or other confidential information that Independent Contractor may acquire during the course of his or her association with Erie County, whether in oral, written or electronic form and regardless of the manner in which access was obtained. In addition, Independent Contractor understands that PHI and confidential information includes but is not limited to: (i) the fact that an individual is a patient of Erie County or an applicant for medical assistance or other Erie County program; (ii) medical or billing information in an individual's medical record; and (iii) information of a confidential nature regarding other employees;

4. The obligations set forth in this Agreement extend to any PHI or other confidential information that Independent Contractor may acquire during the course of his or her association with Erie County, whether in oral, written or electronic form and regardless of the manner in which access was obtained;

5. Independent Contractor has read and understands Erie County policies regarding the privacy and security of PHI, and will not access, use or disclose internally or externally records that contain PHI except as necessary to perform his or her duties and responsibilities;

6. Independent Contractor understands and acknowledges his or her responsibility to comply with Erie County's policies and procedures during the course of his or her association with Erie County. Independent Contractor also understands that unauthorized use or disclosure of PHI or any other confidential information may result in disciplinary action, up to and including the termination of association with Eire County and the imposition of civil penalties and criminal penalties under applicable federal and state law; and

7. Independent Contractor understands that the obligations set forth in this Agreement will survive the termination of Independent Contractor's association with Erie County, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

ERIE COUNTY DEPARTMENT OF HEALTH
By: _____
Name: _____
Title: _____

Date: _____

MARGARET MAYER
By: Margaret Mayer
Name: Margaret Mayer
Title: RN

Date: _____

ERIE COUNTY EXECUTIVE
By: _____
Name: _____
Title: _____

Approved as to Form:

_____

First Assistant County Attorney
Document No: _____

EXHIBIT "A"

STATEMENT OF WORK

ERIE COUNTY DEPARTMENT OF HEALTH
FAMILY PLANNING MEDICAL SERVICES
REGISTERED NURSE

Rate: $33/hour

Provides patient care and management and assists with daily operations at the Erie County Department of Health Family Planning Clinic. The consultant will work in full compliance with established clinic protocols.

Registered Nurse responsibilities include:

-Review medical appointments schedule- prepare paperwork
-Administer medications
-Provides professional nursing care for individuals
-Counsels individuals and families in maintaining good health
-Participates in planning related to family planning
-Performs necessary office work for assigned cases including maintenance of records and preparation of reports
-May perform preliminary physical examinations including blood pressure, urinalysis and blood sampling
-May transport test samples to laboratory as needed
-Other work as directed by higher Administrative and /or Nursing staff

EXHIBIT A
Erie County Health Department
Contractual Service Rates for Fee-For-Service Personnel
Annual Compensation Will be Less Than $10,000

	Rates for 2014
Court Stenographer:	
Original Transcript and 1 copy	2.25/page
2nd and all other copies	1.25/page
Minimum Appearance	50.00/hearing
Dental Assistant	17.00/hour
Dental Hygienist	29.00/hour
Hearing Officer	40.00/hour
Legal Instructor	40.00/hour
Licensed Practical Nurse	20.00/hour
Nutritionist	15.66/hour
Office Assistant	10.00/hour
Pharmacy Consultant	50.00/hour
Public Health Education Specialist	15.00/hour
Public Health Nurse	34.00/hour
Public Health Social Worker	12.79/hour
Language Interpreter	50.00/hour
Registered Nurse	33.00/hour
Veterinarian Services:	
Veterinary Services-Rabies Clinic	45.00/hour
Confinement (Daily)	5.00/day
Examination	12.05/exam
Specimen Preparation for Rabies Lab	75.00/specimen

EXHIBIT B
Erie County Health Department
Contractual Service Rates for Fee-For-Service Personnel
Annual Compensation May be $10,000 or More

	Rates for 2014
Clinical Consultant	40.00/hour
Data Management Systems Consultant	30.00/hour
Dentist – 1	65.00/hour
Dentist – 2	70.00/hour
Dentist – 3	75.00/hour
Dentist (Forensic)	100.00/hour
Environmental Chemist	35.00/hour
Laboratory Technologist	25.00/hour
Nurse Practitioner – 1	38.00/hour
Nurse Practitioner – 2	43.00/hour
Nurse Practitioner – 3	48.00/hour
Nurse Practitioner – 4	53.00/hour
Nurse Practitioner – 5	58.00/hour
Pathologist	100.00/hour
Physician – 1	70.00/hour