

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of September 2, 2014 by and between the County of Erie, through the Erie County Department of Senior Services, 95 Franklin Street, Buffalo, New York 14202 ("Erie County Senior Services") and Erie County Medical Center Corporation, a New York public benefit corporation with a business address of 462 Grider Street, Buffalo, New York 14215 ("ECMCC").

WHEREAS, the Erie County Senior Services has been awarded a Balancing Incentive Program (BIP) Innovation Fund Grant by the New York State Department of Health ("DOH"); and

WHEREAS, NY Connects is a program within Erie County Senior Services which operates the NY Connects Information and Assistance Center, which is recognized as an Aging and Disabilities Resource Center; and

WHEREAS, Erie County Senior Services, through NY Connects will administer a program known as "Ready Set Home" to fulfill the purposes of the BIP Innovation Grant; and

WHEREAS, ECMCC is the licensed operator of Terrace View Long Term Care Facility, a 390-bed long term care facility located on ECMCC's Grider Street campus (the "Facility"); and

WHEREAS, Erie County Senior Services and ECMCC wish to enter into this MOU pursuant to which Erie County Senior Services shall assist the Facility in transitioning discharged residents from the Facility to appropriate housing in the community.

NOW THEREFORE, in consideration of the mutual promises set forth in this MOU, the parties agree as follows:

1. Description of service to be provided.

- In order to implement the program described in the BIP Innovation Fund Grant Application, Erie County Senior Services will arrange for or provide certain services to residents of Terrace View who are enrolled in Medicaid or Medicaid eligible and who are ready for discharge but who are experiencing housing challenges.
- Services will be provided by subcontractors of Erie County Senior Services and paid for by BIP grant funding until such time that the patient is covered by a Medicaid Managed Long Term Care plan. The Services, which are described in Exhibit A, will be provided prior to discharge and in conjunction with Terrace View staff in an effort to facilitate successful long term discharges to home.
- Services will be provided by subcontractors of Erie County Senior Services and paid for by BIP grant funding until such time that the patient is covered by a Medicaid Managed Long Term Care plan. The Services, which are described in Exhibit A, will be provided prior to discharge and in conjunction with Facility staff in an effort to facilitate successful long term discharges to home.
- Erie County Senior Services will provide one Aging and Disabilities Resource Center Representative ("ADRCR") to provide services at the Facility on a full time equivalent basis.
- The ADRCR will be embedded within the staff and facility and available to residents on a regular structured basis.

2. The ADRCR and all other individuals performing services on site at ECMCC facilities shall comply with all applicable ECMCC policies and procedures. The ADRCR and all other individuals providing services on site at the Facility or other ECMCC facilities pursuant to this Agreement ("Personnel") are required to have had the following immunizations: (i) PPD

(Mantoux) skin test for tuberculosis performed within one year, and a chest x-ray if positive; (ii) Td (Tetanus-diphtheria) booster within ten years; and (iii) proof of immunity against measles (Rubella), German measles (Rubella), Chicken Pox (Varicella). All Personnel are required to have the influenza vaccine for the applicable flu season, or shall otherwise comply with Department of Health requirements with respect to influenza vaccination, including wearing a mask during flu season while on site at any ECMCC facility.

3. ECMCC will provide the ADRCR with physical work space and the necessary equipment, minimally telephone and computer availability, to facilitate service linkage. The ADRCR will be on site at regularly scheduled days/times and will need a space to confidentially meet with patients, families, and caregivers. The ADRCR will also need phone and computer access to facilitate service linkage.
4. ECMCC will include the ADRCR in care planning and discharge discussion of residents that have been identified by ECMCC as ready for discharge and requiring the assistance of the Ready Set Home program as part of regular occurring case activities.
5. Erie County Senior Services and the ADRCR will provide client information updates to ECMCC in support of the client discharge planning process.
6. ECMCC will provide baseline Case Mix Index information at the commencement of the project. Erie County Senior Services shall keep such information confidential and shall use such information solely for purposes of providing services pursuant to this MOU. Erie County Senior Services shall not further disclose such information without ECMCC's prior written consent.
7. ECMCC will provide updated Case Mix Index information to Erie County Senior Services at the conclusion of the project. Erie County Senior Services shall keep such information confidential and shall use such information solely for purposes of providing services pursuant to this MOU. Erie County Senior Services shall not further disclose such information without ECMCC's prior written consent.
8. ECMCC will provide to Erie County Senior Service statistics on the number of served clients who are re-admitted to the facility. Erie County Senior Services shall keep such information confidential and shall use such information solely for purposes of providing services pursuant to this MOU. Erie County Senior Services shall not further disclose such information without ECMCC's prior written consent.
9. Erie County Senior Services will provide formal and informal education to ECMCC discharge planners.
10. Through current medical records systems, the ADRCR will have access to pertinent client health records, health insurance information and other associated information in order to perform the function of the ADRC. Erie County Senior Services represents that the ADRC will at all times be employed by the County of Erie.
11. ECMCC will provide access to staff in order to complete a pre and post assessment of familiarity with the Erie County Aging and Disability Resource Center, NY Connects.
12. ECMCC will provide access to staff for a post-pilot project evaluation.
13. In the performance of its duties under this Agreement, the Department of Senior Services and its employees, contractors, and agents (collectively "Business Associate") may have access to protected health information ("PHI"). Business Associate shall execute ECMCC's form of Business Associate Agreement, attached as Exhibit B, prior to commencement of Services. Business Associate agrees to keep any PHI exchanged or accessed as a result of this Agreement strictly confidential and access the PHI solely for the purpose of performing its obligations under this Agreement. Business Associate will disclose the contents of the PHI to its contractors and agents only as minimally necessary and only to the extent required for Business Associate to accomplish the intended purposes set forth in this Agreement. Business Associate shall maintain and safeguard the privacy, security and confidentiality of all PHI transmitted or received from ECMCC in connection with this Agreement, in accordance with

the provisions of HIPAA and the Business Associate Agreement attached as Appendix B, and in accordance with the applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information.

14. This Memorandum of Understanding will commence on September 15, 2014 and terminate on September 30, 2015.

IN WITNESS WHEREFORE, the parties have signed this Memorandum of Understanding on this _____ day of _____ 2014

THE COUNTY OF ERIE

By: _____

Mark Poloncarz / Richard Tobe

County Executive/Deputy County Executive

Date: _____

ERIE COUNTY MEDICAL CENTER

By: Richard C. Cleland

Name: R C Cleland

Title: Interim CEO + President

Date: 1/27/15

Approved as to Form:

Anthony J. Colucci, III

Anthony J. Colucci, III, ECMCC General Counsel

Date: January 16, 2015

Approved as to content:

By: (Electronically signed)

Date: _____

Randall Hoak

Commissioner Dept. of Senior Services

Approved as to form:

By: (Electronically signed)

Date: _____

Martin Polowy

Assistant County Attorney

EXHIBIT A

SERVICES

- Options Counseling
 - The ADRCR will work with the patient to determine what options are available. The ADRCR will consider all facets of the patient's situation, including caregiver support, housing situation and financial concerns. The ADRCR will discuss the service options with the patient and work to put an acceptable care plan in place. The ADRCR will refer to a client chosen MLTC plan for service assessment.
- Short Term Case Management
 - Short term case management will include working with the patient and caregivers to develop an appropriate care plan to meet the needs of the program participant until a managed long term care plan can be put in place. This will include traditional services such as home care, social adult day, home delivered meals, PERS, and transportation to medical appointments. In addition, the ADRC representative will assess other factors that are sometimes overlooked. Issues that can preclude a successful discharge include disconnected utilities, non-working appliances, locating family or other informal supports, lack of food, lack of home furnishings, and the lack of immediately available community and home based LTSS, to name a few. The ADRC rep with the full support of the multidisciplinary care team can address these concerns prior to discharge to prevent further complications.
- Home-Safety Assessment
 - The ADRC offers safety assessments specifically designed to address factors that can lead to falls, as well as "Alzheimer's-Proof" a home for an individual with cognitive-impairment.
- Housing Assistance
 - If more than minor home modification is needed, the ADRC representative will have the ability to work with People, Inc. to gain access to a senior apartment if the participants previous residence is no longer suitable or available.
- Mental Health Services
 - Erie County NY Connects currently works as the hub of the Single Point of Entry for Older Adults (SPOA) for mental health programs supported through the Department of Mental Health. Through the SPOA, NY Connects has the ability to refer clients to an organized mental health system that provides access to care coordination, in-home counseling services and volunteer supports. These services will be available to clients prior to and post-discharge to help make the transition successful.
- Enrollment into Social Adult Day Care
 - The ADRC representative will work with the participant and the multi-disciplinary care team to arrange for an "early enrollment experience" into a Social Adult Day Care Program, which will begin as early as two weeks prior to discharge. At this time, program participants will be introduced to services that they may not have previously experienced. Transportation to the adult day program will begin two weeks prior to discharge at appropriate levels.
- Service Monitoring
 - NY Connects will work closely with service providers and the destination MLTC to ensure that services are being delivered as planned, and that the hand-off to permanent care will occur as seamlessly as possible. Because of regulatory

enrollment dynamics involving MLTC application and start of service, the length of time that NY Connects oversees the case will vary. NY Connects will maintain involvement with the client and caregivers for a minimum of 30 days and continue to support the case until services under the MLTC begin. The follow up period will consist at minimum of a once per week phone call to monitor services, check adherence to discharge care plans including medication regime, and other care coordination activities until in the hands of the MLTC. Periodic home visits will occur as deemed appropriate by the ADRC representative. If additional support is needed, the ADRC rep will work with Home and Community based LTSS providers to ensure that the client is receiving the maximum benefit of the programs.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "**Agreement**") is entered into as of _____ ("**Effective Date**") by and between **Erie County Medical Center Corporation**, a New York public benefit corporation ("**Covered Entity**") and the **County of Erie, through the Erie County Department of Senior Services**, with office located at 95 Franklin Street, Buffalo, New York 14202 ("**Business Associate**"). Each of Covered Entity and Business Associate may be referenced in this Agreement as a "**Party**" and collectively as the "**Parties**."

The Parties, intending to be legally bound, hereby agree as follows:

I. **Definitions.**

- a. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in HIPAA.
- b. "**Breach**" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protective Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.
- c. "**Electronic Protected Health Information**" shall mean Protected Health Information that is transmitted or maintained in Electronic Media.
- d. "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- e. "**HIPAA Breach Notification Rule**" shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subpart D).
- f. "**HIPAA Privacy Rule**" shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- g. "**HIPAA Security Rule**" shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- h. "**HITECH Act**" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required.
- i. "**Protected Health Information or PHI**" shall mean Protected Health Information, as defined in 45 CFR § 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Underlying Services.
- j. "**Underlying Services**" shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the

services performed by Business Associate for Covered Entity pursuant to the Underlying Service Agreement.

- k. **"Underlying Service Agreement"** shall mean the written agreement(s) (other than this Agreement) by and between the parties as amended as set forth in the attached schedule by and between the Parties pursuant to which Business Associate access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Business Associate to Covered Entity or in performance of Business Associate's obligations under such agreement(s).

II. Permitted and Required Uses and Disclosures of Protected Health Information by Business Associate.

- a. Business Associate may use or disclose Protected Health Information solely (1) as necessary to provide the Underlying Services to Covered Entity and in compliance with each applicable requirement of 45 CFR §164.504(e), (2) as Required by Law or (3) as expressly otherwise authorized under this Agreement or the Underlying Service Agreement. Business Associate shall not use or disclose Protected Health Information for any other purpose or in any other manner. In the event that Business Associate is authorized by Covered Entity to de-identify PHI, Business Associate must specify to Covered Entity the manner in which Business Associate will de-identify information.
- b. Business Associate may, if necessary, use or disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; provided, that (1) any disclosure is Required by Law or (2) Business Associate obtains reasonable advance written assurances from the person or party to whom the Protected Health Information is disclosed that (Y) the Protected Health Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or party, and (Z) the person or party immediately notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

III. Obligations of Business Associate

- a. Business Associate shall use appropriate safeguards, and comply, where applicable, with the HIPAA Security Rule and Subpart C of 45 CFR §164 with respect to Electronic Protected Health Information, to prevent use or disclosure of the information other than as provided for by this Agreement.
- b. Business Associate shall mitigate any harmful effect of a Use or Disclosure of Protected Health Information or a Security Incident caused by Business Associate in violation of the requirements of this Agreement.
- c. Business Associate shall immediately report to Covered Entity: (i) any use or disclosure of Protected Health Information not provided for by this Agreement (including a use or disclosure of Unsecured Protected Health Information) of which it becomes aware in accordance with 45 CFR §164.410; and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 CFR §164.314(a)(2)(i)(C).
- d. Business Associate shall provide to the Covered Entity the names and contact information of all individuals whose Protected Health Information was or is believed to have been involved, all other information reasonably requested by the Covered Entity to enable the

Covered Entity to perform and document a risk assessment in accordance with the HIPAA Breach Notification Rule with respect to the incident to determine whether a Breach occurred, and all other information reasonably necessary to provide notice to Individuals, the Department of Health and Human Services and/or the media in accordance with the HIPAA Breach Notification Rule. In the event of an incident that is required to be reported under this Section III(d), Covered Entity shall elect in its sole discretion whether Covered Entity, Business Associate or a third party shall be responsible for conducting an investigation of that incident and providing any required notices as set forth in this Section III(d). In accordance with this election, and notwithstanding anything to the contrary in this Agreement and without limiting in any way any other remedy available to Covered Entity at law, equity or contract, including but not limited to under Section V(a) of this Agreement, Business Associate shall (i) conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section III(d), (ii) shall reimburse and pay Covered Entity for all expenses and costs incurred by Covered Entity that arise from an investigation of any incident required to be reported under this Section III(d) and (iii) shall provide, and/or pay the costs of providing, the required notices as set forth in this Section III(d).

- e. In accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2), Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, agree to the same restrictions and conditions, in writing, that apply through this Agreement to Business Associate with respect to such Protected Health Information, including but not limited to the condition that, to the extent that Subcontractor creates, receives, maintains, or transmits Electronic Protected Health Information on behalf of the Business Associate, Subcontractor shall comply with the HIPAA Security Rule.
- f. To the extent Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.
- g. Business Associate shall provide access to Covered Entity, no later than ten (10) calendar days after receipt of a request from Covered Entity, to an Individual, all in accordance with the requirements under 45 CFR §164.524 and New York Public Health Law § 18, including providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the Protected Health Information in Business Associate's possession constitutes a Designated Record Set.
- h. Business Associate shall make available and make any amendment(s) to Protected Health Information in a Designated Record Set within fifteen (15) days after receipt of a request from Covered Entity or an Individual, all in accordance with the requirements of 45 CFR § 164.526. If any Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate must notify Covered Entity in writing within five (5) business days of the request. Any denial of amendment of PHI maintained by Business Associate or its Subcontractors shall be the responsibility of Covered Entity.
- i. Business Associate shall document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health

Information in accordance with 45 CFR §164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. §17935(c).

- j. Business Associate shall make available to Covered Entity, within fifteen (15) calendar days after receipt of a request, information collected in accordance with Section III(i) of this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, or make that information available directly to an Individual, all in accordance with 45 CFR § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c).
- k. Business Associate shall notify Covered Entity in writing within three (3) days after Business Associate's receipt directly from an Individual of any request for access to or amendment of Protected Health Information, or an accounting of disclosures, as contemplated in Sections III(g), III(h) and III(j) of this Agreement.
- l. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
- m. Business Associate shall request, use and/or disclose only the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure; provided, that Business Associate shall comply with 45 CFR §§ 164.502(b) and 164.514(d).
- n. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 45 CFR § 164.502(a)(5)(ii).
- o. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 45 CFR §§ 164.501 and 164.508(a)(3).
- p. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited 45 CFR §164.514(f).
- q. Business Associate shall take all necessary steps, at the request of Covered Entity, to comply with requests by Individuals not to send Protected Health Information to a Health Plan in accordance with 45 CFR § 164.522(a).
- r. Business Associate shall take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or violate provisions of HIPAA that apply to Business Associate.
- s. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR § 164, Business Associate will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR § 164 if done by Covered Entity.

- t. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

IV. Term and Termination

- a. The term of this Agreement shall commence as of the Effective Date and shall terminate concurrently with the Underlying Services Agreement unless earlier terminated, by mutual written agreement of the Parties, or in accordance with this Section IV.
- b. In the event that Covered Entity determines that Business Associate has violated a material term of this Agreement, or becomes aware of a pattern of activity or practice of Business Associate that would constitute a material breach or violation of this Agreement, Covered Entity shall provide written notice of the breach or violation to Business Associate specifying the nature of the breach or violation and the timeframe within which Business Associate must cure the breach or end the violation. In the event that Business Associate fails to cure the breach or violation to Covered Entity's reasonable satisfaction within the specified timeframe, Covered Entity may terminate this Agreement and the Underlying Service Agreement. Notwithstanding the foregoing, in the event that a breach or violation is reasonably incapable of cure, or Covered Entity possesses a reasonable belief of imminent harm, Covered Entity may terminate this Agreement and the Underlying Agreement without providing Business Associate with an opportunity to cure.
- c. Within thirty (30) days after termination or expiration of this Agreement and/or the Underlying Service Agreement, Business Associate shall return (or destroy, if authorized by Covered Entity) to Covered Entity all Protected Health Information received from Covered Entity, or otherwise created, maintained or received by Business Associate (including all Protected Health Information in possession of Business Associate's agents or subcontractors), on behalf of Covered Entity. To the extent that return (or destruction, if applicable) of Protected Health Information is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, may retain the Protected Health Information subject to this Section. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the expiration or termination of this Agreement, and shall limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- d. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. Miscellaneous.

- a. Business Associate shall defend, hold harmless and indemnify Covered Entity, its trustees, officers, faculty employees, students, against all expenses, liabilities, damages, claims, costs, fines, penalties and losses (including attorneys' and consultant fees) (Collectively, "Losses") reasonably incurred by Covered Entity in connection with, related to or arising from (i) the negligent or fraudulent act or omission of Business Associate, its agents, delegates, representatives or Subcontractors; (ii) a violation of HIPAA by Business Associate, its agents, delegates, representatives or Subcontractors; and (iii) a breach of this Agreement by Business Associate, its agents, representatives or Subcontractors. Upon demand by Covered Entity, Business Associate shall defend any investigation, claim,

litigation or other proceeding brought or threatened against Covered Entity, at Business Associate's expense, by counsel acceptable to Covered Entity. Business Associate shall not enter into any settlement without the written consent of Covered Entity. This Article V(a) shall survive the expiration or termination of this Agreement for any reason.

- b. The Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section and Section IV(c) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- c. This Agreement may be amended or modified only in a writing signed by the Parties, No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effective the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of New York. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides Underlying Services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information. This Agreement, together with the Underlying Services Agreement, constitutes the entire agreement of the Parties relating to Business Associate's use or disclosure of Protected Health Information.
- d. The terms of this Agreement to the extent they are unclear, shall be construed to allow for compliance by Covered Entity with HIPAA and the HITECH Act. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement with remain in full force and effect. In addition, in the event Covered Entity believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, Covered Entity shall notify Business Associate in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of HIPAA, then Covered Entity has the right to terminate upon written notice to the Business Associate.
- e. Business Associate understands and agrees that it will not assign, delegate, or subcontract any of its rights or obligations under this Agreement to individuals or entities residing outside the United States.
- f. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

Company Address: _____

Telephone: _____

Type of Business: _____

ERIE COUNTY MEDICAL CENTER CORPORATION

By: Richard C. Cleland
Richard C. Cleland, MPA, FACHE, NHA
President, Chief Operating Officer
and Interim Chief Executive Officer *RC Cleland*

Date: 1/21/15

Approved as to Form:

By: *Anthony J. Colucci, II*
Anthony J. Colucci, II, ECMCC Counsel

Date: January 16, 2015

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY
CLERK'S OFFICE

BUFFALO, N.Y., SEPTEMBER 4, 2014

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, That at the 17th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the fourth day of September, 2014 A.D., a Resolution was adopted, of which the following is a true copy:

WHEREAS, the Department of Senior Services submitted a competitive grant application for NY State Balancing Incentive Program (BIP) Innovation Fund grant, to undertake a pilot project with Kaleida Health, Erie County Medical Center Corporation (ECMCC) and People Inc., to assist hospital and nursing facility discharge planners in transferring Medicaid patients back to the community; and

WHEREAS, the NY State Department of Health has awarded the Department of Senior Services a \$738,276 BIP Innovation Fund grant for the period August 1, 2014 through September 30, 2015; and

WHEREAS, the Department of Senior Services will utilize a portion of these grant funds to create two new positions, an Aging and Disability Resource Center (ADRC) Representative (job group 10) with primary responsibility for assisting clients, their families, and facility discharge planners in transitioning clients back to the community, and a Senior Statistical Clerk (job group 6) to perform the clerical support, and bookkeeping work of the grant; and

WHEREAS, the Department of Senior Services will enter into memorandums of understanding with grant application partners Kaleida Health and ECMCC to delineate the respective parties obligations regarding the BIP Innovation Fund grant project; and

WHEREAS, the Department of Senior Services will contract with grant application partner, People Inc to purchase housing assistance support services necessary to transition project eligible individuals back to the community; and

WHEREAS, the Department of Senior Services currently contracts with a variety of subcontract agencies for the provision of various services and supports for eligible clients, including home care, adult day care, transportation, home delivered meals, and personnel emergency response systems; and desires to amend such contracts to utilize BIP Innovation Fund grant funds to purchase such services and supports for individuals eligible for this pilot project.

NOW, THEREFORE, BE IT

RESOLVED, the County Executive be and is hereby authorized to contract with the NY State Department of Health to accept the \$738,276 of BIP Innovation Fund grant funds for the period August 1, 2014 to September 30, 2015; and be it further

RESOLVED, the Department of Senior Services is hereby authorized to create, two positions upon the passage of this resolution, an ADRC Representative (B100 #7909) and a Senior Statistical Clerk (B100 #7885), within the 163BIP1F1415 grant; and be it further

RESOLVED, that the County Executive is hereby authorized to enter into memorandums of understanding with Kaleida Health and ECMCC to delineate the respective parties obligations regarding the BIP Innovation Fund grant project; and be it further

RESOLVED, the County Executive be and is hereby authorized to enter into a \$105,882 contract with grant application partner, People Inc. for housing assistance support services necessary to transition project eligible individuals back to the community; and be it further

ATTEST



SCOTT W. KRULL

Clerk of the Legislature of Erie County

RECEIVED

SEP 12 2014

COMMISSIONER'S OFFICE
DEPT. OF SENIOR SERVICES
ERIE COUNTY, NEW YORK

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY CLERK'S OFFICE

BUFFALO, N.Y., SEPTEMBER 4, 2014

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, That at the 17th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the fourth day of September, 2014 A.D., a Resolution was adopted, of which the following is a true copy:

RESOLVED, the County Executive be and is hereby authorized to enter into contracts with Community Concern of WNY Inc and Interim Healthcare of Rochester Inc to provide home care services in an aggregate amount not to exceed the amount appropriated in this grant budget; and be it further

RESOLVED, the County Executive be and is hereby authorized to enter into and/or amend contracts with existing Department of Senior Service subcontract agencies, (in an aggregate amount not to exceed the amount appropriated in this grant budget) and purchase necessary services from such agencies with BIP Innovation Fund grant to facilitate eligible pilot project clients return to the community; and be it further

RESOLVED, that the budget for the BIP Innovation Fund Grant (163BIP1F1415), be established as follows:

ACCOUNT	DESCRIPTION	INITIAL BUDGET
500000	Full Time Salaries	\$ 84,500
502000	Fringe Benefits	\$ 53,037
505000	Office Supplies	\$ 500
510000	Local Mileage Reimbursement	\$ 5,738
510200	Training & Education	\$ 200
516020	Professional Svcs Contracts & Fees	\$138,052
516023	Adult Day Care	\$ 75,768
516026	Home Care Services	\$180,400
516027	Meal Preparation	\$ 17,160
516028	Personnel Emergency Response	\$ 1,052
516030	Maintenance Contracts	\$ 600
516410	Lab & Tech Equipment	\$ 1,200
517755	People Inc.	\$105,882
530000	Other Expenses	\$ 56,732
916390	ID Senior Services Grants	<u>\$ 17,455</u>
	TOTAL APPROPRIATIONS	\$738,276

ACCOUNT	DESCRIPTION	INITIAL BUDGET
414000	Federal Aid	<u>\$738,276</u>
	TOTAL REVENUE	<u>\$138,276</u>

RESOLVED, that, the Director of Budget and Management is hereby authorized to adjust items of appropriations and revenues which may be impacted by changes to grantor awards; and be it further

RESOLVED and, if necessary, the County Executive is hereby authorized to execute amendments to the Department of Senior Services agencies contracts to effectuate adjusted funding levels; and be it further

RESOLVED, that certified copies of this resolution be forwarded to the County Executive's Office, the Division of Budget and Management, the Comptroller's Office, and the Department Senior Services.

REFERENCE: COMM. 17E-3 (2014)

ATTEST



SCOTT W. KROLL

Clerk of the Legislature of Erie County