

Health and Human Services
Tuesday, January 26, 2021 @ 10:30 AM
Zoom

AGENDA

10:30 AM Call Meeting to Order

Approval of Minutes

- December 15, 2020 Meeting Minutes

Mental Health:

1. Authorizing the Chairman to Renew an Agreement with Onondaga-Cortland-Madison Board of Cooperative Educational Services (OCM BOCES)
2. Authorizing the Chairman to Renew an Agreement for Sign Language Interpreting Services, Inc. (dba, Interpretex)
3. Authorizing the Chairman to Enter into an Agreement with Madison County Council on Alcoholism and Substance Abuse (dba, BRIDGES)
4. Authorizing the Chairman to Renew an Agreement with Coordinated Care Services, Inc.
5. Authorizing the Chairman to Renew an Agreement with Consumer Services of Madison County, Inc.
6. Authorizing the Chairman to Renew an Agreement for Psychiatric Services
7. Authorizing the Chairman to Renew an Agreement with Madison-Cortland ARC, Inc,
8. Authorizing the Chairman to Renew an Agreement with Family Counseling Services of Cortland County, Inc.
9. Authorizing the Chairman to Renew an Agreement with Heritage Farm, Inc.
10. Authorizing the Chairman to Enter into an Agreement with Liberty Resources, Inc.

Public Health:

1. Authorizing an Agreement Amendment with Oneida Healthcare C
2. Authorizing the Modification of the 2020 Adopted County Budget

Social Services:

1. Commissioner's Report December 2020

Youth Bureau:

1. Authorizing the Chairman to Enter into an Agreement with New York

State Office of Children and Family Services

2. Appointing Members to the Madison County Youth Board

Veterans Affairs:

Resolutions:

Other Committee Business

Preferred Agenda

Next Meeting:

1. February 23,2021

Adjourn

HEALTH AND HUMAN SERVICES COMMITTEE

Tuesday, December 15, 2020

Meeting via Zoom

Committee Members Present

Alex Stepanski, Chairman

Joe Magliocca, City of Oneida

Loren Corbin, Town of Brookfield

James Goldstein, Vice-Chairman, Town of Lebanon

Not Present

Eve Ann Shwartz, Town of Hamilton

Others Present

Tina Louis, Director, Madison County Youth Bureau

Eric Faisst, Director, Public Health Services

Shawn Prieto, Director of Administrative Services, Public Health

Ron Raymer, Director, Veterans Agency

Tina Wayland Smith, County Attorney

Teisha Cook, Director, Mental Health

Mike Fitzgerald, Commissioner, Department of Social Services

Kathryn Scheirer, Mental Health Clinic Treatment Program Coordinator

Samantha Field, Public Information Officer

Christina Kennedy, Compliance Officer

Mark Scimone, County Administrator

Michele Browell, Confidential Secretary to the Commissioner of Social Services

Deanna Matt, Confidential Secretary to the Director of Public Health

Call Meeting to Order

Chairman Alex Stepanski called the meeting to order at 10:33 a.m., indicating that there was a quorum for the Health and Human Services Committee.

Approve Minutes

The Health and Human Services Committee reviewed the meeting minutes for December 1, 2020. A motion to approve the minutes was made by Supervisor Magliocca seconded by Supervisor Corbin and carried unanimously.

Mental Health

Director Teisha Cook provided an update on the Pathways Recovery Center that will convert to an independent center over the course of the next 6 months.

Director Cook presented the following resolution to the Committee:

Recognizing the Extraordinary Achievement of Susan Jenkins, Executive Director of BRiDGES, The Madison County Council on Alcoholism & Substance Abuse INC.

A motion was made by Chairman Stepanski to approve the resolution, seconded by Supervisor Magliocca and carried unanimously.

Veterans Agency

Director Ron Raymer provided an update on the Veteran's Service Agency. The final Year of the Veteran video is complete and will be presented to the Board of Supervisor's at the December 17th board meeting, and will be posted on the County YouTube page as well as the County Facebook page.

Social Services

Commissioner Fitzgerald reviewed the Commissioner's Report, noting that expenditures look 'thin' due to the timing of this meeting being early; expect increases at the next Committee meeting in January. Commissioner Fitzgerald also gave an update of the percentage of staff working from home, and notes that DSS is continuing with child welfare visits for foster care as well as court ordered visitations; 1-2 visits are conducted each day in Wampsville and follow all safety and cleaning protocols.

Youth Bureau Director Tina Louis gave an update on the previous meeting inquiry regarding youth served in Madison County. Director Louis noted that 130 youth were served in Madison County through Bureau funded programs → 80 youth from the Northern part of the County, and 50 youth from the Southern part of the County (broken out by zip code).

Director Tina Louis presented the following resolution to the Committee:

Reappointing Members to the Madison County Youth Board

A motion was made by Supervisor Magliocca to approve the resolution, seconded by Supervisor Corbin and carried unanimously.

Appointing Members to the Madison County Youth Board

A motion was made by Supervisor Goldstein to approve the resolution, seconded by Supervisor Corbin and carried unanimously.

Authorizing the Chairman to Modify the 2020 Adopted County Budget

A motion was made by Supervisor Goldstein to approve the resolution, seconded by Supervisor Corbin and carried unanimously.

Public Health

Director Eric Faisst provided a situation update regarding COVID-19 and the Madison County Department of Health's (MCDOH) efforts in conducting case investigation and contact tracing, noting that MCDOH is investigating positive cases, and the state is conducting the contact tracing thereafter. Director Faisst reported that Madison County is at a 9.5% 7-day average positivity rate, and averaging 49 new cases per day. Hospitals currently have 17 inpatient between the 2 County hospitals with 5 in ICU; Nursing Home facilities have 88 of the active positive cases, and have accounted for 16 of the 27 deaths to date (there have been 9 deaths in the past 2 weeks). SUNY Upstate mobile testing unit has confirmed dates through December and into January for testing at the County Offices in the DMV lobby; Office of Emergency Management (OEM) will be taking over test site planning moving forward. The Department is conducting interviews and hiring EMTs this week for testing and anticipated vaccination events, as NYS has approved EMTs to give vaccine. Both hospitals in Madison County have been notified about vaccinations and indicated that they will be receiving the Moderna vaccine. Long Term Care facilities will receive their vaccine directly while working with Walgreen's and CVS pharmacies.

Director Faisst presented the following resolutions to the Committee:

Authorizing the Chairman to Enter into an Agreement and modify the 2020 Adopted Budget for the Children with Special Health Care Needs (CSHCN) Grant Renewal

A motion was made by Supervisor Goldstein to approve the resolution, seconded by Supervisor Corbin and carried unanimously.

Authorizing the Modification of the 2020 Adopted County Budget

A motion was made by Supervisor Goldstein to approve the resolution, seconded by Supervisor Corbin and carried unanimously.

Authorizing the Chairman to Enter into an Agreement with Colgate University

A motion was made by Supervisor Goldstein to approve the resolution, seconded by Supervisor Magliocca and carried unanimously.

Authorizing the Chairman to Enter into an Agreement with Oneida Healthcare Center

A motion was made by Supervisor Magliocca to approve the resolution, seconded by Supervisor Goldstein and carried unanimously.

Authorizing the Chairman to Enter into an Agreement with Vanderbilt University Medical Center

A motion was made by Supervisor Goldstein to approve the resolution, seconded by Supervisor Magliocca and carried unanimously.

Let the minutes reflect that a discussion occurred regarding the continuation of the Medent services contract that will auto-renew in 2021 for Public Health and Mental Health electronic records, and Supervisor Goldstein made a motion to approve, which was seconded by Supervisor Corbin and carried unanimously.

Other Business

Compliance Officer Christina Kennedy gave an update regarding the HIPAA policies and procedures manual that is going before the Government Operations Committee this afternoon.

Preferred Agenda

The Committee unanimously agreed to include all resolutions in their Preferred Agenda, except the Recognition of Extraordinary Achievement, upon motion by Supervisor Goldstein and seconded by Supervisor Magliocca.

The Committee agreed upon the next meeting to be held Tuesday, January 26, 2021 at 10:30am via Zoom

Motion to Adjourn

There being no further business to discuss, a motion was made by Supervisor Goldstein to adjourn the meeting at 11:12 a.m., seconded by Supervisor Magliocca and carried unanimously.

Next meeting: January 26, 2021 at 10:30am – via Zoom

Respectfully submitted by Deanna Matt for Chairman Alexander R. Stepanski

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH
ONONDAGA-CORTLAND-MADISON BOARD OF COOPERATIVE EDUCATIONAL
SERVICES (OCM BOCES)**

WHEREAS, Madison County desires to contract with Onondaga-Cortland-Madison Board of Cooperative Educational Services (OCM BOCES) to provide school-based drug and alcohol prevention and counseling services and other specific services; and

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue	\$ 61,198
Madison County appropriation of not more than\$	0
Total	\$ 61,198; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Onondaga-Cortland-Madison Board of Cooperative Educational Services (OCM BOCES) in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

Onondaga Cortland Madison BOCES

Address:

PO Box 4754

Syracuse, NY 13221

Date: 12-09-2020

Describe Services Provided to Madison County:

School based drug and alcohol prevention training for Chittenango CSD counselors

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

OCM BOCES has secured Workman's Compensation for its employees as a self-insurer as per certificate.

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

- 3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

- 4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

OCM BOCES does not carry Professional Liability Insurance for the ADA-PEP counselors because they are district employees, not OCM BOCES employees. The only OCM BOCES employee who is supported with OASAS money is Janel Payette who is the Program Director for ADA-PEP and does not see "clients" as part of her job.

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Disability and Paid Family Leave Benefits Exemption. OCM BOCES is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

Contract Contact information: _____

Contact Name, title: Phil Grome, Assistant Superintendent for Admin.

Telephone no. (with extension): 315-433-2612

E-Mail Address: pgrome@ocmboces.org

Approvals:

Department Head:

Phil Grome

Name

Assistant Superintendent

Department Name

12/9/20

Date

Teisha Cook LCSW-R

Mental Health

1/15/21

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____

_____, with principal offices at _____
hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE OF ALCOHOLISM & SUBSTANCE ABUSE
36380	ONONDAGA-CORTLAND - MADISON BOCES

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	61,198	Agency Voluntary	0
County Match	0	Other Funding	0
Subtotal:	61,198		
	Total Budget:	61,198	
	County Contract:	61,198	

FS Totals

FS	Allocation
013S	61,198

Program Totals

Program Name	Code	Index	Total	State	County	Vol	Other	Rev
PRIMARY PREVENTION SERVICES	5520	01	55,078	55,078	0	0	0	0
OTHER PREVENTION SERVICES	5550	01	6,120	6,120	0	0	0	0

Funding Source Allocation by Program

Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	Other	Rev
5520	01	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	55,078	55,078	0	0	0	0
5550	01	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	6,120	6,120	0	0	0	0

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT FOR SIGN LANGUAGE
INTERPRETING SERVICES WITH COMMUNICATION SERVICES, INC.
(dba, Interpretek)**

WHEREAS, Madison County provides numerous services to the taxpayers of the County,
and;

WHEREAS, these services require communication between the consumer and County
employees; and

WHEREAS, there is a need for Sign Language interpretation services within numerous
county departments; and

WHEREAS, Communication Services, Inc.,(dba, Interpretek) provides this service; and

WHEREAS, this agreement will provide services for all County departments with the rate
being determined by the type of services needed in accordance with the following
schedule:

\$60.00 per hour at a two-hour minimum
\$70.00 per hour for nights/weekends/emergency
\$80.00 per hour legal interpreting
48 hour (2 business day) cancellation notice required

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board be hereby
authorized to renew an agreement, a copy of which is on file with the Clerk of this Board,
for the period from January 1, 2021 through December 31, 2021 with Communication
Services, Inc. (dba, Interpretek)

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County Mental Health Insurance Waiver Request Form

Service Provider Name: Communication Services, Inc. dba Interpretex

Address: 75 Highpower Road, Rochester, NY 14623

Date: 11/04/2020

Describe Services Provided to Madison County:

American Sign Language (ASL) Interpreting

Please state the Current Levels of Insurance coverage for each item listed (see Madison County Contract, SECTION 7-INSURANCE, subsections a-e AND provide reason for not meeting the requirement:

7a.) Workers Compensation Insurance with statutory limits and employers liability coverage:

\$1,000,000

Requirement met.

7b.) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute from providing equivalent coverage and shall cover liability arising from the following:

\$1,000,000

- a) Premises and operations liability:
- b) Contractual liability:
- c) Products/complete operations:
- d) Personal & advertising injury:
- e) Independent contractors liability:

\$1m/\$3m requirement met.

7c.) Automobile Liability insurance covering owned, hired, non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combines Single Limit for Bodily Injury and Property Damage).

\$1,000,000

Requirement met.

7d.) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.

\$2,000,000

Combined GL limit and Umbrella general aggregate limits equal \$5m which we believe is more than adequate for the services being rendered.

7e.) Disability Benefits – New York State Statutory Requirements.

\$x,xxx,xxx

Coverage meets NYS statutory requirements. Madison County has our current DB120.1 on file.

Other Types of Coverage (i.e. Builders Risk, Owner and Contractors, Pollution, Professional, Bonds, etc.)

\$1,000,000

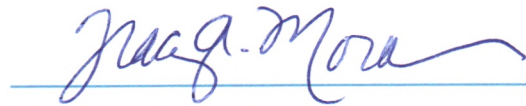
Professional Liability \$1m/\$3m

Service Provider Contact Information:

Contact Name/Title: Tracy A. Moran, Chief Financial Officer

Phone # with Ext.: 585-299-4289 (Office Direct Line)

Email Address: tmoran@interpretek.com



Officer Signature

11/4/2020
Date

Please return completed form to:

Attn: Lorraine Warren

Madison County Mental Health Department

P.O. Box 608

Wampsville, NY 13163-0608

12/9/2020

Addendum:

Cyber Liability Insurance \$1,000,000

We believe coverage level is appropriate for the services being rendered.

Tracy A. Moran 12/9/2020

Teisha Cook LCSW-R

1/15/21

A G R E E M E N T
(Business Associate)

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES



Rates and Policies Statement

Thank you for your interest in Interpretek and our American Sign Language interpreting services. The Regional rates and policies are as follows:

Onsite and VRI Rates

- Standard Daily Rate \$60/hour
- Nights/Weekends/Emergency..... \$70/hour
- Legal Interpreting \$80/hour

Terms of Service:

- **Onsite:** All assignments have a two-hour minimum and are billed for the full amount of time requested, even if the assignment ends earlier than expected. Additional time beyond the two-hour minimum is billed in 30-minute increments.
- In accordance with professional standards, any request over one hour and/or any technical or intense assignment may require two interpreters, to be determined by Interpretek. (Hourly rate applied per interpreter).
- **Travel:** Local travel is included in the two-hour minimum (Local = 30 miles or less from job site). Additional travel, if necessary, will be negotiated in advance of any assignment, pending client approval.
- **Emergency Rate:** applies to all assignments requested with less than 24-hours (1-business day) notice.
- **Cancellation Policy.** Billing will apply without 48-hour (2 business day) advanced notice of cancellation.
- **Video Remote Interpreting:** Standard pre-scheduled VRI assignments billed at a 1-hour minimum with 15-minute increments after the initial 60-minutes and a 24-hour cancellation notice (1-business day). No travel costs.
- **Long-term staffing solutions.** Pricing customized based on client need. Please contact the office for more information. (Daily interpreting, with a minimum of three months)
- **Payment** due upon receipt of invoice

Communication policy for Mental Health/Legal/Technical Assignments: 15-minute pre-conference with staff and a 15-minute post-assignment debriefing. This pre- and post- conferencing is necessary to ensure effective communication is taking place. During the pre-conference the interpreter will request to preview the communication or assessment goals of the medical provider and any technical language briefly to prepared for the linguistic demands of the conversation.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

BUSINESS ASSOCIATE AGREEMENT

(Must be an Amendment, Addendum or Rider to another agreement for services involving the use, creation or transmission of Protected Health Information)

This Business Associate Agreement (“Agreement”), effective _____, is entered into by and between _____, with an address _____ and Madison County, with an address at Madison County Office Building Complex, Wampsville, New York 13163.

The Business Associate is _____ and the covered entity is the Madison County. The Parties have a prior Agreement dated _____ under which the Business Associate regularly uses and/or discloses Protected Health Information in its performance of the Services described below. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity (“Protected Health Information”), will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1 **Services.** Pursuant to the Agreement, Business Associate provides services (“Services”) for the Covered Entity that involve the use and disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(f), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(b) below.
- 1.2 **Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may:
 - a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are required by law,

as provided for in 45 C.F.R. § 164.103 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 C.F.R. § 164.504(e)(4).

- 1.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Section 1.1 of this Agreement, Business Associate may:
- a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity.
 - b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- 2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:
- a. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.
 - b. report to the designated Privacy Officer of the Covered Entity, in writing, and promptly, but no later than five (5) business days after discovery, of any access to, use or disclosure of Protected Health Information not provided for or allowed by this Agreement, or any Security Incident, or Breach of Unsecured Protected Health Information of which Business Associate becomes aware. For purposes of this Agreement, “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. “Unsecured Protected Health Information” shall have the meaning as set forth in 45 CFR 164.402. With respect to a Breach of Unsecured Protected Health Information, Business Associate must include in its report to the Covered Entity the information required by 45 CFR 164.410, but must not delay initial notification of the suspected Breach for purposes of collecting such information.
 - c. establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

- d. use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information.
- e. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (“EPHI”) that it creates, receives, maintains, or transmits on behalf of the Covered Entity
- f. require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information (including EPHI) under this Agreement to implement reasonable and appropriate safeguards to protect it and agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate as set forth in this Agreement.
- g. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Covered Entity’s compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- h. upon prior written request, make available during normal business hours at Business Associate’s offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 30 days for purposes of enabling the Covered Entity to determine the Business Associate’s compliance with the terms of this Agreement.
- i. promptly, but no longer than 45 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual’s Protected Health Information in accordance with 45 C.F.R. § 164.528.
- j. subject to Section 5.5 below, return to the Covered Entity or destroy, within 60 days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes).
- k. disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- l. Adhere to the HIPAA Privacy and Security Rules and HITECH Provisions of the ARRA (American Recovery and Reinvestment Act of 2009) and the regulations implemented thereunder.

2.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

- a. to inform the Business Associate of any changes in the form of notice of privacy practices (the “Notice”) that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use.
- b. to inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals pursuant to 45 C.F.R. §164.506 or §164.508.
- c. to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity.

3. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

- a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 C.F.R. § 164.524.
- b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.

3.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

- a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access.

- b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendment(s) shall be made.

4. REPRESENTATIONS AND WARRANTIES BY BUSINESS ASSOCIATE

4.1 The Business Associate represents and warrants to the Covered Entity:

- a. that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.
- b. that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.
- c. that it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- d. that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement.
- e. that neither the Business Associate, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate shall notify the Covered Entity

immediately in the event it becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

5. TERMS AND TERMINATION

- 5.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5.
- 5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within fifteen (15) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within fifteen (15) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.
- 5.3 Termination. The Covered Entity may terminate this Agreement in the event of a breach by Business Associate.
- 5.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties (except as required by Section 5.5, Effect of Termination) upon the termination or expiration of the Agreement dated _____ between the Parties.
- 5.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this

Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- 5.6 Change in Law/Regulation. In the event that any new laws, regulations or interpretations of HIPAA are promulgated, the Parties shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession. No new or additional legislative, regulatory or judicial requirement related to Protected Health Information confidentiality shall take effect under this Agreement until an appropriate amendment is signed by the Parties, except by operation of law. If the Parties are unable to reach agreement on the necessary change within ninety (90) days or such other time mutually agreed upon by the Parties (or such lesser period of time as may be required by governing authority), this Agreement shall terminate at the expiration of the ninety (90) day period, or such other period agreed upon by the Parties (or shorter period, if applicable).
- 5.7 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of Protected Health Information by Business Associate or any agent, subcontractor or third party that received Protected Health Information from Business Associate.

6. MISCELLANEOUS

- 6.1 Covered Entity. For purposes of this Agreement, Covered Entity shall be defined as Madison County.
- 6.2 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein.
- 6.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 6.4 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.5 Notices.
- a. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.
 - b. The Business Associate is responsible for notifying the designated Privacy Officer of the Covered Entity, in writing, no later than five (5) business days after receipt of notification, of any potential audit (excluding internal audits) related to HIPAA, this agreement or both.

If to Business Associate, to:

With a copy (which shall not constitute notice) to:

If to Covered Entity, to:

Board of Supervisors
Madison County Office Building Complex
Wampsville, New York 13163
Attention: Privacy Officer
Fax: (315) 366-2502

with a copy (which shall not constitute notice) to:

_____ [Department Head]

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

6.6 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.7 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7. **DEFINITIONS.**

7.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

- 7.3 Privacy Officer. Privacy Officer shall have the meaning as at the term “privacy official” as set forth in 45 C.F.R. § 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 7.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 7.5 Breach of Protected Health Information. For the purposes of this Agreement, the term “breach” shall have the same meaning as set forth in 45 CFR 164.402.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of _____, 20_____.

COVERED ENTITY

By: _____

Name: John M. Becker

Title: Chairman, Board of Supervisors

Date: _____

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
MADISON COUNTY COUNCIL ON ALCOHOLISM AND SUBSTANCE ABUSE
(dba, BRiDGES)**

WHEREAS, Madison County desires to contract with Madison County Council on Alcoholism and Substance Abuse (dba, BRiDGES) to provide community alcoholism information and referral, prevention and education, and to provide BRiDGES Middle School educational services and other specific services; and

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, Madison County has agreed to fund \$10,000 on all approved expenses for the period January 1, 2021 through December 31, 2021, subject to review on an annual basis; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue (OASAS)	\$400,733
Madison County appropriation of not more than\$	\$ 10,000
Total	\$410,733; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Madison County Council on Alcoholism and Substance Abuse (dba, BRiDGES) in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

--

Address:

Date:

--

Describe Services Provided to Madison County:

--

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

--

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

- 3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

- 4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: _____

Contact Name, title: _____

Telephone no. (with extension): _____

E-Mail Address: _____

Approvals:

Department Head:

Teisha Cook LCSW-R
Name

Department Name

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____

_____, with principal offices at _____
hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE OF ALCOHOLISM & SUBSTANCE ABUSE
36300	MADISON CO. COUNC ON ALCSM & SUB ABUSE

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	400,733	Agency Voluntary	0
County Match	0	Other Funding	10,000
Subtotal:	400,733		
	Total Budget:	410,733	
	County Contract:	410,733	

FS Totals

Program Totals

FS	Allocation	Program Name	Code	Index	Total	State	County	Vol	OtherRev
013S	400,733	COMMUNITY SERVICES	4075	00	100,000	100,000	0	0	0
CTY	0	PRIMARY PREVENTION SERVICES	5520	00	300,733	300,733	0	0	0
		COUNTY SUPPORT	CNTY	00	10,000	0	0	0	10,000

Funding Source Allocation by Program									
Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev	
4075	00	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	100,000	100,000	0	0	0	
5520	00	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	300,733	300,733	0	0	0	
CNTY	00	COUNTY SUPPORT	CTY	10,000	0	0	0	10,000	

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT
WITH COORDINATED CARE SERVICES, INC.**

WHEREAS, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and Office for People with Developmental Disabilities (OPWDD) have mandated compliance with Consolidated Fiscal Reporting (CFR), with OMH Aid to Localities Spending Plan Guidelines, OASAS Local Services Bulletins, as well as deficit funding guidelines for the Local Government Unit and Community Services Board; and

WHEREAS, the complexity of the electronic reporting and monitoring required by OMH Aid to Localities Finance System (ALFS) and OASAS State Aid Budgeting and Reporting System (SABRS) requires more coordination with contract agencies and state certified programs; and

WHEREAS, the Madison County Mental Health Department is requesting specialized technical assistance services to ensure compliance; and

WHEREAS, Coordinated Care Services, Inc, has the expertise to provide specialized financial management services; and

WHEREAS, the 2021 Madison County Budget for the Mental Health Department has funds available to pay for these services; and

WHEREAS, the term of the agreement will run from January 1, 2021 through December 31, 2021 for an amount not to exceed \$44,000; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby is authorized to execute an agreement on behalf of the County of Madison with Coordinated Care Services, Inc., in the form as on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

--

Address:

Date:

--

Describe Services Provided to Madison County:

--

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

--

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

- 3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

- 4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: _____

Contact Name, title: _____

Telephone no. (with extension): _____

E-Mail Address: _____

Approvals:

Department Head:

Teisha Cook LCSW-R

Name

Department Name

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____

_____, with principal offices at _____
hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES



Schedule A – Scope of Services To the Madison County Contract

2021 Provision of Specialized Financial Management Services

The County Department of Community Mental Health (The County) is seeking Specialized Financial Management Services to ensure compliance with New York State Office of Mental Health (OMH), Office of Alcohol and Substance Abuse (OASAS) and Office for People with Developmental Disabilities (OPWDD) requirements with Consolidated Fiscal Reporting (CFR), with OMH Aid to Localities Spending Plan Guidelines, OASAS Local Services Bulletins, as well as deficit funding guidelines for the Local Government Unit and Community Services Board.

1. Provide expertise and tools to support the County with all LGU requirements of OMH, OASAS and OPWDD, including the requirements of NYS automated systems such as ALFS (Aid to Localities Financial System) and OASAS State Aid Budgeting and Reporting System (SABRS)
2. Develop and deploy financial processes to monitor the state aid cycle, from budget to claim, and ensure The County submissions are timely and accurate
3. Provide tools and techniques to maximize state aid and Federal Medicaid Salary Sharing.
4. Provide and support efficient processes for preparation and submission of the County's Annual Operating Budget, the Consolidated Fiscal Reporting (CFR) as well as other mandated County reports for OMH, OASAS and OPWDD including but not limited to the OMH County Allocation Tracker (CAT) or OASAS Program Budget Change Request Forms (PBCR's).
5. Ensure the CFR conforms to OMH, OASAS and OPWDD reporting requirements including deficit funding guidelines and any other pertinent rules and regulations.

Scope of Work

1. CCSI will continue to customize and implement financial tools and / or recommend process improvements to document and streamline financial responsibilities in support of OMH, OASAS and OPWDD reporting requirements including development of The County annual budget.
2. CCSI will support The County fiscal staff and community providers as appropriate with utilizing these tools as well as in the development of policies and procedures related to The County LGU fiscal responsibilities, management, and oversight.
3. CCSI staff will provide training to support state, county and sub-contract agency reporting requirements including preparation of all state mandated financial reports, provider contract monitoring; desk auditing of provider financial reports and reconciliations among state, county and provider payments versus expenditures.
4. CCSI will maintain the capacity and expertise to support the County on an as needed basis. Staff will be available to consult telephonically and through email to answer any questions that may arise pertaining to financial oversight and management of OMH, OASAS and OPWDD programs.
5. CCSI will also support the County with financial management projects on a case by case basis and will not charge the County any costs without their prior approval.

Proposed Cost Structure

CCSI will provide the services as defined above through a combination of offsite consultation and routine onsite visits. Regular and routine Specialized Financial Management Services will be billed at an hourly rate of \$100.00 per hour.

Total Amount Not to Exceed for Contract Year	\$44,000
--	----------

CCSI will work with The County to finalize the actual schedule and associated costs depending on The County's needs. Below is a representation of a proposed annual cost structure.

Off Site ~ 271 hours consultation at \$100.00 per hour	\$27,100
On Site ~ 144 hours at \$100.00 per hour (estimate 24 trips, average 7 hours onsite each)	\$14,400
Estimated Out of Pocket Travel Costs	<u>\$ 2,500</u>
Total Annualized Amount Not to Exceed	\$44,000

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH
CONSUMER SERVICES OF MADISON COUNTY, INC.**

WHEREAS, Madison County desires to contract with Consumer Services of Madison County, Inc. to provide Personalized Recovery Oriented Services (PROS) services and other specific services; and

WHEREAS, the Office of Mental Health has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue	\$ 68,096
Madison County appropriation of not more than\$	0
Total	\$ 68,096; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized execute an agreement on behalf of the County of Madison with Consumer Services of Madison County, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

CONSUMER SERVICES OF MADISON COUNTY

Address:

1099 Northside Shopping Center
Oneida, New York 13421

Date: 12/8/2020

Describe Services Provided to Madison County:

Personalized Recovery-Oriented Services
with Mutual Clients.

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver: ORR SMIL Umbrella applies in excess over the Package/Professional.

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: Consumer Services of Madison County
Contact Name, title: Mary vanLieshout Executive Director
Telephone no. (with extension): 315-363-2451 ext 230
E-Mail Address: m.vanlieshout@csomc.org.

Approvals:

Department Head:

Teisha Cook LCSW-R
Name

Mental Health

Department Name

1/21/21

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____

_____, with principal offices at _____
hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE OF MENTAL HEALTH
27550	CONSUMER SERVICES

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	68,096	Agency Voluntary	0
County Match	0	Other Funding	0
Subtotal:	68,096		
Total Budget:	68,096		
County Contract:	68,096		

FS Totals

Program Totals

FS	Allocation	Program Name	Code	Index	Total	State	County	Vol	OtherRev
037P	68,096	COMPREHENSIVE PROS WITH CLINIC	6340	00	68,096	68,096	0	0	0

Funding Source Allocation by Program									
Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev	
6340	00	PERSONALIZED RECOVERY ORIENTED SRV	037P	68,096	68,096	0	0	0	

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT
FOR PSYCHIATRIC SERVICES**

WHEREAS, the County Mental Health Department is required to provide psychiatric consultation for certain of its clients; and

WHEREAS, these services have regularly been provided on a part-time contractual basis; and

WHEREAS, Susan Chlebowski, MD has indicated the willingness to provide psychiatric consultations as well as psychological assessment services (i.e. court-ordered 730 Examinations) as required at a rate of \$210.00/hr. for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the appropriation items included in the Madison County Budget of \$174,930; and

WHEREAS, this agreement has been reviewed approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Susan Chlebowski, MD, in the form as is on file with the Clerk of the Board of Supervisors.

DATED: February 9, 2021

Alexander Stepanski, Chairman
Health & Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

Susan Chlebowsky

Address:

62 Cobble Creek Rd.

Date: 12/10/20

Describe Services Provided to Madison County:

Psychiatry

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement;

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

N/a

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

N/A

- 3. **Automobile Liability Insurance** -- Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

N/A

- 4. **Commercial Umbrella or Excess Liability insurance** -- limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

N/A

5. **Professional Liability** — limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

1/21/20 ALLA Current Professional Liability Insurance Amts are:

1/21/20 \$1,000,000 Prof. Lab per claim / \$1,000,000 Business Liability per claim / \$3,000,000 Aggregate

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: _____

Contact Name, title: Susan Chlebowski Md.

Telephone no. (with extension): _____

E-Mail Address: smc @ ewlogy systems. net.

Approvals:

Department Head:

Teisha Cook LCSW-R
Name

Mental Health

Department Name

1/22/21

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor _____.
_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

The Contractor shall:

1. Act as the Medical Director for the Outpatient Mental Health clinic and the Mental Health program at the jail. This requires reviewing and signing paperwork as needed, providing supervision if necessary to Psychiatric Nurse Practitioner(s), collaborating with Management Team on related policies and procedures, and serving on the Clinic Incident Review Committee.
2. If needed, 730 exams within the scope of the State Licensure to the persons served by the Madison County Mental Health Department and at the direction of the Director of the Madison County Mental Health Department (Director of Community Services) or designee. Such services will typically occur at the office(s) of the Contractor located at the address listed herein and during the hours and days as needed and mutually agreed upon.
3. Consult by telephone when necessary to carry out his/her responsibilities to the County including responding in a timely way to telephone calls, messages, or pages necessary to manage emergent patient issues (severe side-effects, critical dosage adjustments, negative medication reactions, etc.) Failure to respond in a timely way may result in termination pursuant to the term of contract outlined herein.
4. Provide psychiatric services at assigned locations which may include the Department offices and facilities, off-site or satellite locations, or in the Madison County Public Safety Building.
5. Provide services via telehealth when mutually agreed upon.
6. Complete, in a timely manner, all necessary forms and provide required documentation to enroll as a provider with any insurer or source of third-party reimbursement approved or designated by the Director of the Mental Health Department (Director of Community Services) or designee.
7. Comply with all State, Federal and Local Laws. Comply with employee/contractor requirements of County and NYS-OMH as deemed applicable by the Mental Health Department (Director of Community Services), including but not limited to, a fingerprint registration and criminal background check as required by Mental Health Law 16.33 and 31.55 and clearance through the State Central Register of Child Abuse & Maltreatment as required by Executive Law Section 845-B.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT
WITH MADISON-CORTLAND ARC, INC.**

WHEREAS, Madison County desires to contract with Madison-Cortland ARC, Inc. to provide (OMH) Integrated Supported Employment services; and

WHEREAS, the NYS Office of Mental Health has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue (OMH)	\$ 75,822
Total	\$ 75,822; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Madison-Cortland ARC, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

--

Address:

Date:

Describe Services Provided to Madison County:

--

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.
--

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

- 3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

- 4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: _____

Contact Name, title: _____

Telephone no. (with extension): _____

E-Mail Address: _____

Approvals:

Department Head:

Teisha Cook LCSW-R
Name

Department Name

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

A G R E E M E N T
(Business Associate)

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE OF MENTAL HEALTH
40520	ARC OF MADISON COUNTY

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	75,822	Agency Voluntary	0
County Match	0	Other Funding	0
Subtotal:	75,822		
Total Budget:	75,822		
County Contract:	75,822		

FS Totals

FS	Allocation
037	74,486
965	1,068
965S	268

Program Totals

Program Name	Code	Index	Total	State	County	Vol	OtherRev
INTGRD SPTD EMP SVC	4340	00	75,822	75,822	0	0	0

Funding Source Allocation by Program

Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev
4340	00	ONGOING INT SPT EMP SV	037	74,486	74,486	0	0	0
4340	00	FUNDING REDUCTION	965	1,068	1,068	0	0	0
4340	00	Personal Svcs Enhancements	965S	268	268	0	0	0

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

OISE: 22 Slots

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

BUSINESS ASSOCIATE AGREEMENT

(Must be an Amendment, Addendum or Rider to another agreement for services involving the use, creation or transmission of Protected Health Information)

This Business Associate Agreement (“Agreement”), effective _____, is entered into by and between _____, with an address _____ and Madison County, with an address at Madison County Office Building Complex, Wampsville, New York 13163.

The Business Associate is _____ and the covered entity is the Madison County. The Parties have a prior Agreement dated _____ under which the Business Associate regularly uses and/or discloses Protected Health Information in its performance of the Services described below. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity (“Protected Health Information”), will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1 **Services.** Pursuant to the Agreement, Business Associate provides services (“Services”) for the Covered Entity that involve the use and disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(f), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(b) below.
- 1.2 **Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may:
 - a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are required by law,

as provided for in 45 C.F.R. § 164.103 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 C.F.R. § 164.504(e)(4).

- 1.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Section 1.1 of this Agreement, Business Associate may:
- a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity.
 - b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- 2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:
- a. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.
 - b. report to the designated Privacy Officer of the Covered Entity, in writing, and promptly, but no later than five (5) business days after discovery, of any access to, use or disclosure of Protected Health Information not provided for or allowed by this Agreement, or any Security Incident, or Breach of Unsecured Protected Health Information of which Business Associate becomes aware. For purposes of this Agreement, “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. “Unsecured Protected Health Information” shall have the meaning as set forth in 45 CFR 164.402. With respect to a Breach of Unsecured Protected Health Information, Business Associate must include in its report to the Covered Entity the information required by 45 CFR 164.410, but must not delay initial notification of the suspected Breach for purposes of collecting such information.
 - c. establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

- d. use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information.
- e. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (“EPHI”) that it creates, receives, maintains, or transmits on behalf of the Covered Entity
- f. require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information (including EPHI) under this Agreement to implement reasonable and appropriate safeguards to protect it and agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate as set forth in this Agreement.
- g. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Covered Entity’s compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- h. upon prior written request, make available during normal business hours at Business Associate’s offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 30 days for purposes of enabling the Covered Entity to determine the Business Associate’s compliance with the terms of this Agreement.
- i. promptly, but no longer than 45 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual’s Protected Health Information in accordance with 45 C.F.R. § 164.528.
- j. subject to Section 5.5 below, return to the Covered Entity or destroy, within 60 days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes).
- k. disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- l. Adhere to the HIPAA Privacy and Security Rules and HITECH Provisions of the ARRA (American Recovery and Reinvestment Act of 2009) and the regulations implemented thereunder.

2.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

- a. to inform the Business Associate of any changes in the form of notice of privacy practices (the “Notice”) that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use.
- b. to inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals pursuant to 45 C.F.R. §164.506 or §164.508.
- c. to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity.

3. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

- a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 C.F.R. § 164.524.
- b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.

3.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

- a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access.

- b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendment(s) shall be made.

4. REPRESENTATIONS AND WARRANTIES BY BUSINESS ASSOCIATE

4.1 The Business Associate represents and warrants to the Covered Entity:

- a. that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.
- b. that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.
- c. that it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- d. that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement.
- e. that neither the Business Associate, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate shall notify the Covered Entity

immediately in the event it becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

5. TERMS AND TERMINATION

- 5.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5.
- 5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within fifteen (15) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within fifteen (15) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.
- 5.3 Termination. The Covered Entity may terminate this Agreement in the event of a breach by Business Associate.
- 5.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties (except as required by Section 5.5, Effect of Termination) upon the termination or expiration of the Agreement dated _____ between the Parties.
- 5.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this

Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- 5.6 Change in Law/Regulation. In the event that any new laws, regulations or interpretations of HIPAA are promulgated, the Parties shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession. No new or additional legislative, regulatory or judicial requirement related to Protected Health Information confidentiality shall take effect under this Agreement until an appropriate amendment is signed by the Parties, except by operation of law. If the Parties are unable to reach agreement on the necessary change within ninety (90) days or such other time mutually agreed upon by the Parties (or such lesser period of time as may be required by governing authority), this Agreement shall terminate at the expiration of the ninety (90) day period, or such other period agreed upon by the Parties (or shorter period, if applicable).
- 5.7 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of Protected Health Information by Business Associate or any agent, subcontractor or third party that received Protected Health Information from Business Associate.

6. MISCELLANEOUS

- 6.1 Covered Entity. For purposes of this Agreement, Covered Entity shall be defined as Madison County.
- 6.2 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein.
- 6.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 6.4 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.5 Notices.
- a. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.
 - b. The Business Associate is responsible for notifying the designated Privacy Officer of the Covered Entity, in writing, no later than five (5) business days after receipt of notification, of any potential audit (excluding internal audits) related to HIPAA, this agreement or both.

If to Business Associate, to:

With a copy (which shall not constitute notice) to:

If to Covered Entity, to:

Board of Supervisors
Madison County Office Building Complex
Wampsville, New York 13163
Attention: Privacy Officer
Fax: (315) 366-2502

with a copy (which shall not constitute notice) to:

_____ [Department Head]

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

6.6 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.7 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7. **DEFINITIONS.**

7.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

- 7.3 Privacy Officer. Privacy Officer shall have the meaning as at the term “privacy official” as set forth in 45 C.F.R. § 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 7.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 7.5 Breach of Protected Health Information. For the purposes of this Agreement, the term “breach” shall have the same meaning as set forth in 45 CFR 164.402.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of _____, 20_____.

COVERED ENTITY

By: _____

Name: John M. Becker

Title: Chairman, Board of Supervisors

Date: _____

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH FAMILY
COUNSELING SERVICES OF CORTLAND COUNTY, INC.**

WHEREAS, Madison County desires to contract with Family Counseling Services of Cortland County, Inc. to provide Jail Substance Abuse services including but not limited to: Substance abuse screenings, treatment, and referral services for individuals incarcerated in the Madison County jail; and

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021;

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue	\$ 60,000
Madison County appropriation of not more than\$	0
Total	\$ 60,000; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized execute an agreement on behalf of the County of Madison with Family Counseling Services of Cortland County, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

Family Counseling Services of Carroll County Inc.

Address:

201 Cedar Street
Oneida, NY 13421

165 Main Street
Gettysburg, NY 13045

Date: 1/11/2021

Describe Services Provided to Madison County:

mental health & addiction treatment

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

- 3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

- 4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

we are adequately insured by m^d 1. m / \$3m
policy along with a \$5m umbrella policy

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: Lisa Hoeschele

Contact Name, title: EO + CEO

Telephone no. (with extension): 607 423 2764

E-Mail Address: LHOESCHELE @ FAMILYCS .ORG

Approvals:

Department Head:

Trisha Cook LCSW-R

Name

Mental Health

Department Name

1/15/21

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

A G R E E M E N T
(Business Associate)

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE OF ALCOHOLISM & SUBSTANCE ABUSE
36350	FAMILY COUNSELING SERVICES OF CORTLAND COUNTY

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	60,000	Agency Voluntary	0
County Match	0	Other Funding	0
Subtotal:	60,000		
	Total Budget:	60,000	
	County Contract:	60,000	

FS Totals

Program Totals

FS	Allocation	Program Name	Code Index	Total	State	County	Vol	OtherRev
013S	60,000	LEGISLATIVE MEMBER ITEM	4778 01	60,000	60,000	0	0	0

Funding Source Allocation by Program								
Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev
4778	01	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	60,000	60,000	0	0	0

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

BUSINESS ASSOCIATE AGREEMENT

(Must be an Amendment, Addendum or Rider to another agreement for services involving the use, creation or transmission of Protected Health Information)

This Business Associate Agreement (“Agreement”), effective _____, is entered into by and between _____, with an address _____ and Madison County, with an address at Madison County Office Building Complex, Wampsville, New York 13163.

The Business Associate is _____ and the covered entity is the Madison County. The Parties have a prior Agreement dated _____ under which the Business Associate regularly uses and/or discloses Protected Health Information in its performance of the Services described below. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity (“Protected Health Information”), will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1 **Services.** Pursuant to the Agreement, Business Associate provides services (“Services”) for the Covered Entity that involve the use and disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(f), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(b) below.
- 1.2 **Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may:
 - a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are required by law,

as provided for in 45 C.F.R. § 164.103 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 C.F.R. § 164.504(e)(4).

- 1.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Section 1.1 of this Agreement, Business Associate may:
- a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity.
 - b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- 2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:
- a. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.
 - b. report to the designated Privacy Officer of the Covered Entity, in writing, and promptly, but no later than five (5) business days after discovery, of any access to, use or disclosure of Protected Health Information not provided for or allowed by this Agreement, or any Security Incident, or Breach of Unsecured Protected Health Information of which Business Associate becomes aware. For purposes of this Agreement, “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. “Unsecured Protected Health Information” shall have the meaning as set forth in 45 CFR 164.402. With respect to a Breach of Unsecured Protected Health Information, Business Associate must include in its report to the Covered Entity the information required by 45 CFR 164.410, but must not delay initial notification of the suspected Breach for purposes of collecting such information.
 - c. establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

- d. use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information.
- e. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information ("EPHI") that it creates, receives, maintains, or transmits on behalf of the Covered Entity
- f. require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information (including EPHI) under this Agreement to implement reasonable and appropriate safeguards to protect it and agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate as set forth in this Agreement.
- g. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- h. upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 30 days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
- i. promptly, but no longer than 45 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.
- j. subject to Section 5.5 below, return to the Covered Entity or destroy, within 60 days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes).
- k. disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- l. Adhere to the HIPAA Privacy and Security Rules and HITECH Provisions of the ARRA (American Recovery and Reinvestment Act of 2009) and the regulations implemented thereunder.

2.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

- a. to inform the Business Associate of any changes in the form of notice of privacy practices (the “Notice”) that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use.
- b. to inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals pursuant to 45 C.F.R. §164.506 or §164.508.
- c. to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity.

3. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

- a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 C.F.R. § 164.524.
- b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.

3.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

- a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access.

- b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendment(s) shall be made.

4. REPRESENTATIONS AND WARRANTIES BY BUSINESS ASSOCIATE

4.1 The Business Associate represents and warrants to the Covered Entity:

- a. that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.
- b. that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.
- c. that it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- d. that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement.
- e. that neither the Business Associate, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate shall notify the Covered Entity

immediately in the event it becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

5. TERMS AND TERMINATION

- 5.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5.
- 5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within fifteen (15) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within fifteen (15) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.
- 5.3 Termination. The Covered Entity may terminate this Agreement in the event of a breach by Business Associate.
- 5.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties (except as required by Section 5.5, Effect of Termination) upon the termination or expiration of the Agreement dated _____ between the Parties.
- 5.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this

Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- 5.6 Change in Law/Regulation. In the event that any new laws, regulations or interpretations of HIPAA are promulgated, the Parties shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession. No new or additional legislative, regulatory or judicial requirement related to Protected Health Information confidentiality shall take effect under this Agreement until an appropriate amendment is signed by the Parties, except by operation of law. If the Parties are unable to reach agreement on the necessary change within ninety (90) days or such other time mutually agreed upon by the Parties (or such lesser period of time as may be required by governing authority), this Agreement shall terminate at the expiration of the ninety (90) day period, or such other period agreed upon by the Parties (or shorter period, if applicable).
- 5.7 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of Protected Health Information by Business Associate or any agent, subcontractor or third party that received Protected Health Information from Business Associate.

6. MISCELLANEOUS

- 6.1 Covered Entity. For purposes of this Agreement, Covered Entity shall be defined as Madison County.
- 6.2 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein.
- 6.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 6.4 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.5 Notices.
- a. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.
 - b. The Business Associate is responsible for notifying the designated Privacy Officer of the Covered Entity, in writing, no later than five (5) business days after receipt of notification, of any potential audit (excluding internal audits) related to HIPAA, this agreement or both.

If to Business Associate, to:

With a copy (which shall not constitute notice) to:

If to Covered Entity, to:

Board of Supervisors
Madison County Office Building Complex
Wampsville, New York 13163
Attention: Privacy Officer
Fax: (315) 366-2502

with a copy (which shall not constitute notice) to:

_____ [Department Head]

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

6.6 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.7 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7. **DEFINITIONS.**

7.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

- 7.3 Privacy Officer. Privacy Officer shall have the meaning as at the term “privacy official” as set forth in 45 C.F.R. § 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 7.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 7.5 Breach of Protected Health Information. For the purposes of this Agreement, the term “breach” shall have the same meaning as set forth in 45 CFR 164.402.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of _____, 20_____.

COVERED ENTITY

By: _____

Name: John M. Becker

Title: Chairman, Board of Supervisors

Date: _____

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH
HERITAGE FARM, INC.**

WHEREAS, Madison County desires to contract with Heritage Farm, Inc. to provide Transitional Employment services and other specific services; and

WHEREAS, the Office of People with Developmental Disabilities has agreed to fund approved expenses through 50% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

50% State Revenue	\$ 17,809
Madison County appropriation of not more than	\$ 15,433
Total	\$ 33,242; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Heritage Farm, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____

_____, with principal offices at _____
hereinafter called the "Contractor";

WITNESSETH

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES
21180	HERITAGE FARM, INC.

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	17,809	Agency Voluntary	2,376
County Match	15,433	Other Funding	0
Subtotal:	33,242		
	Total Budget:	35,618	
	County Contract:	33,242	

FS Totals

FS	Allocation
001	35,618

Program Totals

Program Name	Code	Index	Total	State	County	Vol	OtherRev
TRANS EMPLOYMENT	0380	00	35,618	17,809	15,433	2,376	0

Funding Source Allocation by Program

Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev
0380	00	LOCAL ASSIST REG STATE	001	35,618	17,809	15,433	2,376	0

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
LIBERTY RESOURCES, INC.**

WHEREAS, Madison County desires to contract with Liberty Resources, Inc. to provide (OMH) Respite, Health Home Care Management, and Supported Housing, and to provide (OASAS) Alcohol Community Residence program (Maxwell House) and permanent Supported Housing services and other specific services; and

WHEREAS, the NYS Office of Mental Health has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the appropriation and full revenue items included in the Madison County Budget:

Full 100% State Revenue (OMH)	\$539,755
Full 100% State Revenue (OASAS)	\$394,550
Madison County appropriation of not more than\$	0
Total	\$934,305; and

WHEREAS, it is understood that any reduction in State funding will result in a commensurate reduction in agency funding; and

WHEREAS, this agreement has been reviewed and approved by the Health and Human Services Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Liberty Resources, Inc. in the form as is on file with the Clerk of the Board.

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

Madison County
Insurance Waiver Request Form

Procedure to complete and submit this request form:

1. Any change in insurance must be discussed with the County insurance company, OneGroup.
2. The Department of Law should be copied on correspondence with OneGroup.
3. A copy of this form must be submitted to the Department's respective Committee along with the proposed contract and resolution. This form is required for every request to change the insurance requirements found in the standard County contract.

Contractor Name:

Address:

Date:

Describe Services Provided to Madison County:

Current Levels of Insurance coverage required and coverage amounts (see Madison County Contract and provide reason for not meeting the requirement:

1. Worker's Compensation and Employer's Liability insurance - statutory limits apply.

Reason for requesting waiver: Click or tap here to enter text.

2. Commercial General Liability (CGL) insurance –
 - a. Coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - b. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

- c. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. There shall be no exclusions to Contractual Liability for Employee Injuries.
- d. Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- e. The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- f. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

Reason for requesting waiver:

- 3. **Automobile Liability Insurance** – Business Auto Liability required and should apply to and cover all owned, leased, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 for each accident. Madison County and all other parties required by the County shall be listed as additional insureds, said coverage for the additional insureds shall be on a primary and non-contributing basis.

Reason for requesting waiver:

- 4. **Commercial Umbrella or Excess Liability insurance** – limits must be at least \$5,000,000 and include the same entities as additional insureds as required by Commercial Liability policy.

Reason for requesting waiver:

5. **Professional Liability** – limits must be at least \$2,000,000 per claim and \$2,000,000 aggregate includes completed operations for at least three years after completed.

Reason for requesting waiver:

6. **Other Types of Coverage** (i.e., Builder's risk, Owner and Contractors, Pollution, Bonds, Cyber liability, etc.).

Reason for requesting waiver:

Contract Contact information: _____

Contact Name, title: _____

Telephone no. (with extension): _____

E-Mail Address: _____

Approvals:

Department Head:

Teisha Cook LCSW-R

Name

Department Name

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____

_____, with principal offices at _____
hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor

_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the

Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at: <https://www.madisoncounty.ny.gov/CorporateCompliancePlan>. Additionally, the Health Services Code of Conduct can be reviewed at: <https://www.madisoncounty.ny.gov/HealthServicesCodeOfConduct>. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors.

To access the County's Training Video and Acknowledgement Form, please visit the following links:

<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingVideo> and
<https://www.madisoncounty.ny.gov/CorporateComplianceTrainingAcknowledgementForm>.

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at <https://www.madisoncounty.ny.gov/Conflict-Of-Interest> and return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**

- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
 - e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost

and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A SCOPE OF SERVICES

Appendix A

Madison County Mental Health

	OFFICE OF ALCOHOLISM & SUBSTANCE ABUSE
50660	LIBERTY RESOURCES, INC.

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	394,550	Agency Voluntary	0
County Match	0	Other Funding	0
Subtotal:	394,550		
	Total Budget:	394,550	
	County Contract:	394,550	

FS Totals

FS	Allocation
013S	394,550

Program Totals

Program Name	Code	Index	Total	State	County	Vol	OtherRev
PERMANENT SUPPORTED HOUSING	3470	00	71,068	71,068	0	0	0
COMMUNITY RESIDENTIAL	3570	00	323,482	323,482	0	0	0

Funding Source Allocation by Program

Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev
3470	00	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	71,068	71,068	0	0	0
3570	00	CONTINUAL 100% NET DEF - STATE/FEDERAL	013S	323,482	323,482	0	0	0

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

Appendix A

Madison County Mental Health

	OFFICE OF MENTAL HEALTH
50660	LIBERTY RESOURCES, INC.

UPDATED: 1/1/2021

2021 FUNDING AUTHORIZATION SUMMARY

NYS	539,755	Agency Voluntary	0
County Match	0	Other Funding	0
Subtotal:	539,755		
Total Budget:	539,755		
County Contract:	539,755		

FS Totals

FS	Allocation
037A	250,500
078	75,464
200C	16,772
400	12,079
570	83,144
570K	97,936
965	3,860

Program Totals

Program Name	Code Index	Total	State	County	Vol	OtherRev
RESPIRE CARE (NON-HCBS WAIVER)	0650 00	12,303	12,303	0	0	0
NON-MEDICAID HEALTH HOMES	2620 00	51,592	51,592	0	0	0
NON-MEDICAID HEALTH HOMES	2620 80	66,482	66,482	0	0	0
HEALTH HOME CARE COORDINATION	2730 00	0	0	0	0	0
HEALTH HOME CARE COORDINATION	2730 80	0	0	0	0	0
HEALTH HOME SERVICE DOLLARS	2740 00	31,552	31,552	0	0	0
HEALTH HOME SERVICE DOLLARS	2740 80	31,454	31,454	0	0	0
RECOVERY CENTER	2750 00	254,136	254,136	0	0	0
SUPPORT HOUSING COMMUNITY SERVICE	6060 01	92,236	92,236	0	0	0

Funding Source Allocation by Program

Program Code	Index	Funding Source Name	FS	Total	State	County	Vol	OtherRev
0650	00	COMMISS PERFORMANCE	400	12,079	12,079	0	0	0
0650	00	FUNDING REDUCTION	965	224	224	0	0	0
2620	00	HEALTH HOME	570	51,592	51,592	0	0	0
2620	80	HEALTH HOME C&Y	570K	66,482	66,482	0	0	0
2740	00	HEALTH HOME	570	31,552	31,552	0	0	0
2740	80	HEALTH HOME C&Y	570K	31,454	31,454	0	0	0
2750	00	PEER SUPT PYSCH REHAB	037A	250,500	250,500	0	0	0
2750	00	FUNDING REDUCTION	965	3,636	3,636	0	0	0
6060	01	INDEPENDENT APTMENT/SUPPORTED HOUSING	078	75,464	75,464	0	0	0
6060	01	SUPPORTED HOUSING WORKFORCE RIV	200C	16,772	16,772	0	0	0

If you have any questions or concerns, please contact Jim Monfort at jmonfort@ccsi.org or (585) 613-7633.

Notes:

No Longer use PC 6050, combine into PC 6060.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, _____

Notary Public

RESOLUTION No. _____

AUTHORIZING AN AGREEMENT AMENDMENT WITH ONEIDA HEALTHCARE CENTER

WHEREAS, the Public Health Department currently has an agreement with Oneida Healthcare Center to provide laboratory services; and

WHEREAS, Resolution #20-533 was approved on December 17, 2020, to enter an agreement from January 1, 2021 through December 31, 2022; and

WHEREAS, the agreement included a Business Associate Agreement, and

WHEREAS, it has been determined that the requirements of a Business Associate Agreement is not necessary for the services to be provided by Oneida Healthcare Center, and

WHEREAS, the County wishes to amend the original agreement with the Oneida Healthcare Center and terminate the Business Associate Agreement portion, and

WHEREAS, the Health and Human Services Committee recommends approval of the this agreement;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to sign the modified agreement with Oneida Healthcare Center as is on file with The Clerk of the Board of Supervisors.

DATED: FEBRUARY 9, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2020 ADOPTED COUNTY BUDGET

WHEREAS, the Madison County Health Department provides services to Madison County Children through the Preschool program; and

WHEREAS, the current budget amount in the Tuition and Evaluation account is not sufficient for the County needs; and

WHEREAS, the Health and Human Services Committee has reviewed and approves this budget modification;

NOW, THEREFORE, BE IT RESOLVED that the 2020 Adopted County Budget be modified as follows:

General Fund

2960 PRESCHOOL SPECIAL EDUCATION

Expense

	<u>From</u>	<u>To</u>
A296020.541210 Tuition & Evaluation Expense	\$1,650,000	\$1,720,000
A296020.541050 Transportation	\$670,000	\$600,000
 Control Total	 <u>\$2,320,000</u>	 <u>\$2,320,000</u>

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health & Human Services Committee

Yvonne Nirelli, Chairwoman
Finance, Ways & Means Committee

**COMMISSIONER'S REPORT
DECEMBER 2020**

Unreconciled - 1/18/21	Net Budget Amount	Net Expenditures Dec-20	YTD Net Expenditures	Percentage Spent	Dec-19 Clients Served	Nov-20 Clients Served	Dec-20 Clients Served
General Administration	\$ 10,249,659.00	\$ 1,061,720.91	\$ 9,644,650.93	94.10%			
Salaries	\$ 5,919,989.00	\$ 670,417.92	\$ 5,856,829.93	98.93%			
Equipment	\$ 70,738.00	\$ 8,787.38	\$ 57,470.66	81.24%			
Operating Costs	\$ 1,618,883.00	\$ 145,372.26	\$ 1,266,473.91	78.23%			
Fringe Benefits	\$ 2,712,400.00	\$ 256,950.79	\$ 2,594,816.71	95.66%			
Incentives/Other Adm Refunds	\$ (72,351.00)	\$ (19,807.44)	\$ (130,940.28)	180.98%			
MMIS-Medical Assistance	\$ 9,893,223.00	\$ 711,931.00	\$ 9,866,576.47	99.73%	3,639	3,915	3,881
MMIS	\$ 9,981,223.00	\$ 715,396.00	\$ 9,981,223.00	100.00%	3,639	3,915	3,881
Medical Assistance	\$ (88,000.00)	\$ (3,465.00)	\$ (114,646.53)	130.28%			
Health Exchange					9,696	NA	NA
Public Assistance	\$ 2,591,661.00	\$ 114,843.86	\$ 1,440,355.05	55.58%	4,314	3,749	3,947
Family Assistance	\$ 1,033,261.00	\$ 52,548.94	\$ 625,465.71	60.53%	259	226	218
Emergency Assistance to Families	\$ 131,400.00	\$ -	\$ 2,751.47	2.09%	15	0	0
Safety Net	\$ 1,215,000.00	\$ 74,761.39	\$ 745,335.70	61.34%	219	168	177
HEAP (PA-NPA-EMG)	\$ -	\$ (21,517.53)	\$ (69,683.92)	#DIV/0!	3,814	3,348	3,548
Emergency Aid to Adults	\$ 32,000.00	\$ 70.00	\$ 2,928.89	9.15%	1	1	1
Burials	\$ 180,000.00	\$ 8,981.06	\$ 133,557.20	74.20%	6	6	3
Children Services	\$ 5,074,382.00	\$ 310,931.33	\$ 4,512,796.11	88.93%	533	481	472
EAF-Foster Care	\$ 383,689.00	\$ 67,134.66	\$ 587,483.66	153.11%	11	14	11
EAF-JD/PINS	\$ -	\$ -	\$ (1,944.23)	#DIV/0!	0	0	0
Foster Care	\$ 1,371,029.00	\$ 60,211.68	\$ 1,556,782.20	113.55%	23	18	16
Adoptions*	\$ 1,298,837.00	\$ 95,405.74	\$ 1,173,096.88	90.32%	96	94	95
JD	\$ 895,816.00	\$ 79,616.65	\$ 989,976.31	110.51%	6	5	5
JD-Non-Secure Detention/DFY	\$ 386,854.00	\$ 8,250.00	\$ 202,144.67	52.25%	2	2	2
Raise the Age	\$ 730,000.00	\$ -	\$ -	0.00%			
Foster Care Ind Lvg - JD/PINS Ind Lvg	\$ 8,157.00	\$ 312.60	\$ 5,256.62	64.44%			
Children Not in Foster Care					395	348	343
CPS Referrals					95	99	95
FAR Referrals					30	7	17
Purchase of Service	\$ 1,401,915.00	\$ 26,953.24	\$ 900,575.12	64.24%			
Title XX	\$ 436,546.00	\$ 21,544.72	\$ 266,992.76	61.16%			
Title XX - Raise the Age	\$ -	\$ -	\$ -	#DIV/0!			
Domestic Violence	\$ 174,523.00	\$ -	\$ 159,979.38	91.67%			
Family Unification	\$ 521,230.00	\$ -	\$ 286,280.97	54.92%			
STSJP	\$ 144,178.00	\$ -	\$ 92,380.38	64.07%			
DCJS	\$ -	\$ -	\$ -	#DIV/0!			
EAF-Services	\$ 125,438.00	\$ 5,408.52	\$ 94,941.63	75.69%			
TANF - Preventive	\$ -	\$ -	\$ -	#DIV/0!			
Block Grant Day Care	\$ 750,000.00	\$ 45,055.54	\$ 528,107.77	70.41%	130	138	110
Day Care - 100%	\$ 600,000.00	\$ 40,457.29	\$ 477,169.67	79.53%	117	126	99
Day Care - 75%*	\$ 150,000.00	\$ 4,598.25	\$ 50,938.10	33.96%	13	12	11
Total	\$ 29,960,840.00	\$ 2,271,435.88	\$ 26,893,061.45	89.76%			
SNAP	\$ 8,327,976.00	\$ 1,135,690.00	\$ 12,408,520.00	149.00%	6,087	5,882	5,990
SNAP -PA	\$ 504,532.00	\$ 44,654.00	\$ 618,501.00	122.59%	254	251	246
SNAP-NPA	\$ 7,823,444.00	\$ 1,091,036.00	\$ 11,790,019.00	150.70%	5,833	5,631	5,744
CHILD SUPPORT	\$ 5,473,188.00	\$ 346,417.68	\$ 5,550,093.12	101.41%	2,462	2,304	2,301
Child Support - Current Assistance	\$ 147,108.00	\$ 14,183.80	\$ 197,112.78	133.99%	293	279	268
Child Support - Former Assistance	\$ 786,608.00	\$ 81,516.28	\$ 1,045,549.30	132.92%	923	814	822
Child Support - Never Assistance	\$ 4,539,472.00	\$ 250,717.60	\$ 4,307,431.04	94.89%	1,246	1,211	1,211

Began using DSS-3779 for SNAP Reporting - April 2020

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES**

WHEREAS, the need has been identified in Madison County for provision of youth development programming and runaway and homeless youth interim family home placement and case management for at risk youth; and

WHEREAS, the New York State Office of Children and Family Services (OCFS) requires submission of the Resource Allocation Package for Madison County as part of the Children and Family Services plan; and

WHEREAS, the Children and Family Services plan was fully approved by OCFS on July 2, 2020 with the Youth and Youth Adult section granted state approval on March 27th, 2020, and the Runaway and Homeless Youth section granted state approval on April 10th, 2020; and

WHEREAS, the signing of the Resource Allocation Plan will qualify Madison County for State reimbursement for the 2020 program year, provided that services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services plan guidelines and OCFS fiscal policies; and

WHEREAS, the plan includes the provision of the approved initial allocation to Madison County of \$95,739 under Resolution 20-475 approved at the November 12, 2020 Board of Supervisors meeting and now has been increased by the state to \$106,089 for provision of program contracts that were reviewed by the Request for Proposal process of the Madison County Youth Bureau Youth Board, approved by the Health and Human Services Committee and the Board of Supervisors; and

WHEREAS, the Madison County Youth Board and the Health and Human Services Committee have recommended the submission of the Resource Allocation Plan; and

WHEREAS, these costs are reimbursed 100% by State Aid for youth development programming and 60% for runaway and homeless youth interim family programming;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors be authorized to enter into an agreement on behalf of the County of Madison with NYS OCFS for the 2020 program year's Resource Allocation Plan in the form as is on file with the Clerk of the Board; and

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health & Human Services Committee

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
RESOURCE ALLOCATION PLAN

Submitted herewith and incorporated herein is the Resource Allocation Package for Madison County, containing the youth services program and project applications for the 2020 program year. This submission is one of the required components of the Children and Family Services Plan, which was approved by the Office of Children and Family Services (OCFS) on July 2, 2020.

The signing of this plan by the above-named County will qualify the County for State reimbursement for the program year, in accordance with OCFS's allocation of funds appropriated for counties engaged in comprehensive planning for the Children and Family Services Plan, provided that the youth services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services Plan guidelines and OCFS fiscal policies. Subject to the provisions hereof, the amount approved for allocation to the County is \$ 106,089 as delineated in the program summary submitted herewith and incorporated herein.

OCFS will reimburse the County directly for expenditures relating to this Resource Allocation Package. OCFS will reimburse the County for expenditures made in accordance with the approved Program Applications and Budgets for the agencies listed on the program summary submitted herewith. Reimbursement will be made to the County only after the submission of vouchers and supporting documents which conform to applicable federal and State laws, rules, regulations, OCFS fiscal policies, procedures, and requirements, including those established by the Comptroller of the State of New York, and which are acceptable to OCFS as proof of expenditures. The County will submit, upon request, adequate and acceptable documentation to substantiate claims for reimbursement.

The County shall retain the overall responsibility to monitor and ensure the maintenance and availability of complete financial and project records for all programs. Within six weeks of the end of the program period, the County will submit Program Annual Reports on forms supplied by the Office of Children and Family Services.

The County agrees to permit on-site inspections and financial audits during the term of this Resource Allocation Plan and at any time thereafter by authorized representatives of OCFS and the New York State Comptroller, to keep records necessary to assure proper accounting for program funds, and to disclose fully the receipt and disposition of funds received under this Plan. The County agrees to allow OCFS, or its representatives when specifically directed by OCFS, to take possession of all books, records, and documents relating to this Plan provided, however, that OCFS will return to the County such books, records, and documents upon completion of OCFS's official purpose.

Any change or modification in the services to be rendered, or in the program budgets, must be approved in writing by OCFS, which reserves the right to modify the services rendered by the County or the program budgets at its discretion or when such modifications may be required by the State Comptroller.

OCFS may withhold approval for State Aid reimbursement for youth programs included in the Resource Allocation Package when there is noncompliance with this plan and/or the above referenced Rules, Regulations and Guidelines, or when the county does not have a Children and Family Services Plan approved by OCFS. This plan shall be deemed executory to the extent of monies made available to OCFS from the State of New York for Local Assistance programs and no liability on account thereof shall be incurred by OCFS or the State of New York beyond monies made available for such purposes.

The County certifies that a resolution was properly passed by the County Board approving this Resource Allocation

COUNTY CHIEF EXECUTIVE OFFICER:

Signature:

Date:

Print Name: John M. Becker

Title: Chairman, Madison County Board of Supervisors

Address: P.O.Box 635, Wampsville, NY 13163

COUNTY FISCAL OFFICER:

Signature:

Date:

Print Name: Cindy J. Edick

Title: Treasurer

Address: P.O. Box 665, Wampsville, NY 13163

RESOLUTION NO. _____

APPOINTING MEMBERS TO THE MADISON COUNTY YOUTH BOARD

WHEREAS, the Madison County Board of Supervisors must approve the appointment of members to the Madison County Youth Board, which acts as a community advisory board to the Madison County Youth Bureau; and

WHEREAS, the following individual has been recommended by the membership of the Madison County Youth Board for appointment to the Youth Board and has been approved by the Health and Human Services Committee;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors does hereby appoints the following individual to the Madison County Youth Board for the term indicated below:

<u>Name</u>	<u>Address</u>	<u>Term</u>
David Bloss	7173 Bolivar Road, Chittenango	2/1/21 – 12/31/21

Dated: February 9, 2021

Alexander Stepanski, Chairman
Health & Human Services Committee