



MADISON COUNTY BOARD OF SUPERVISORS

JOHN M. BECKER

Chairman

MARK SCIMONE

County Administrator

EMILY C. BURNS

Clerk

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MADISON COUNTY BOARD OF SUPERVISORS

Meeting Agenda - Thursday, December 14, 2023

Meeting Schedule

11:00 A.M. - Board of Supervisors Meeting - Chambers

11:10 A.M. - Public Hearing - Local Law No. 7 of 2023 - Fixing the Salaries of Certain County Officials for the Year 2024

Recognition Resolutions

1. In Respect to the Death of John A. Reinhardt
2. Resolution of Appreciation – Retiree Recognition
3. Recognizing County Employees for Graduating from the NACo Professional Development Academy

Resolutions - Preferred Agenda

By Government Operations Committee:

4. Designating Newspapers for 2024
5. Appointing a Budget Officer and a Deputy Budget Officer
6. Reappointing the County Highway Superintendent
7. Amending Personnel Policy and Procedure Employee Separation Policy
8. Amending Personnel Policy and Procedures Lactation – Time Away From Work
9. Amending Personnel Policy and Procedures Exposure Control Plan
10. Authorizing an Increase to Per Visit Rate for Teachers of the Speech and Hearing Impaired
11. Authorizing the Chairman to Modify an Agreement with Excellus Health Plan, Inc.
12. Authorizing the Chairman to Enter into an Agreement with Park Strategies
13. Authorizing the Chairman to Modify an Agreement with Tyler Technologies
14. Authorizing the Chairman to Enter Into an Agreement with CivicPlus
15. Establishing the Salaries of Certain Managerial/Confidential Employees for 2024
16. Revising the Madison County Management Compensation Plan
17. Endorsing Madison County Shared Services Plan
18. Selecting an Administrative Service Agency and Financial Organization for Deferred Compensation Program and Authorizing the Chairman to Enter Into

an Agreement with Empower Retirement LLC (RFP P12-23)

19. Authorizing a Renewal with Lifetime Benefit Solutions for Section 125 Administration Services

By Finance, Ways and Means Committee:

20. Authorizing the Modification of the 2023 Adopted County Budget (5682 Madison Transit)
21. Authorizing the Modification of the 2023 Adopted County Budget (9061 Hospital & Medical Insurance)
22. Authorizing the Modification of the 2023 Adopted County Budget (1420 County Attorney)
23. Authorizing the Chairman to Accept Grant Funds with NYS Stop DWI Foundation and Modify the 2023 County Budget

By Criminal Justice, Public Safety and Emergency Communications Committee:

24. Authorizing the Chairman to Enter Into an Agreement with the Village of Cazenovia for the Use of Madison County's Interoperable Communications System
25. Authorizing the Chairman to Enter Into an Agreement with AK Associates (Kraus Associates) - Motorola Support
26. Authorizing the Chairman to Award Bid 23-36 and Enter Into an Agreement with M.E.I.D., LLC
27. Authorizing the Chairman to Enter Into an Agreement with Traffic Safety Research, LLC
28. Authorizing the Chairman to Enter into an Agreement with Abraham Masara, N.P.

Resolutions – Regular Agenda

29. Adopting LL No. 7 of 2023 - Fixing the Salaries of Certain County Officials
30. Modifying Budget Transfer Procedures
31. Authorizing the County Chairman and Clerk to the Board of Supervisors to Sign, Seal and Deliver Tax Warrants for Fiscal Year 2024
32. Levying Unpaid Water, Sewer, Light, Demolition and Maintenance Fees for Various Towns and the City of Oneida onto the 2024 Combined Tax Bills
33. Authorizing the Chairman to Enter into an Agreement with Coordinated Care Services, Inc.
34. Authorizing the Chairman to enter into an agreement with Erie Mechanical Contractors Inc.
35. Authorizing Chairman to Enter into an Agreement with C&D Advertising
36. Authorizing the Chairman to Enter Into an Agreement to Accept Alternative Daily Landfill Operating Cover
37. Authorizing Taxing District Grants and Modifying the 2023 Adopted County Budget
38. Authorizing the Modification of the 2023 Adopted County Budget (PH - Early Intervention)

39. Authorizing the Chairman to Enter into an Agreement with Wanderer's Rest Humane Association, Inc. for Dog Shelter Services
40. Authorizing the Chairman to Enter into an Agreement with Crouse Health Hospital, Inc.
41. Authorizing the Chairman to Enter into an Agreement with NYS Office of Indigent Legal Services, On Behalf of the Madison County Assigned Counsel Program

PUBLIC COMMENT PERIOD

ANY OTHER BUSINESS

Emily C. Burns, Clerk

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Click on Departments - Board of Supervisors

For Public Comment please contact the Madison County Board of Supervisors by email
at publiccomment@madisoncounty.ny.gov

RESOLUTION NO. 23-_____

IN RESPECT TO THE DEATH OF JOHN A. REINHARDT

WHEREAS, John A. Reinhardt departed from this life on November 9, 2023; and

WHEREAS, John was a Supervisor for the City of Oneida from 2008-2019; and

WHEREAS, John will long be remembered for his years of dedicated service to Madison County and his numerous contributions to our community,

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby expresses our deepest sympathy to his family in their bereavement; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the family of John A. Reinhardt.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

RESOLUTION OF APPRECIATION – RETIREE RECOGNITION

WHEREAS, the Madison County Board of Supervisors believes that County employees should be recognized for their faithful service to the public; and

WHEREAS, recognition of the distinguished service of certain County employees with an upcoming retirement is in order,

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors hereby recognize the dedicated contributions of Michael Fitzgerald and Denise Molinari upon their retirement.

Michael A. Fitzgerald

Social Services

1991 – 2023

Denise M. Molinari

County Clerk's

2002 - 2023

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23 -

RECOGNIZING COUNTY EMPLOYEES FOR GRADUATING FROM THE
NACO PROFESSIONAL DEVELOPMENT ACADEMY

WHEREAS, the Madison County Board of Supervisors believes in recognizing and honoring the achievements of our County employees; and

WHEREAS, fifty-seven County employees have attended and graduated from the National Association of Counties (NACo) Professional Development Academy's Leadership Academy since September 2018; and

WHEREAS, NACo's High Performance Leadership Academy (HPLA) is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities; and

WHEREAS, the robust curriculum developed by the Professional Development Academy in partnership with Fortune 1000 executives, public sector leaders, world-renowned academics and thought leaders, including General Colin Powell and Dr. Marshall Goldsmith, HPLA was designed specifically for the unique challenges and opportunities of serving in county government; and

WHEREAS, the Board of Supervisors wishes to honor and recognize the following County employees for graduating from the Professional Development Academy between May 2023 and December 2023;

Melissa During

Holly Fleming

Shelly DeGroat

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors does hereby wish to honor and recognize the above-mentioned County employees for dedicating their time for personal growth and empowerment and to build a culture of leadership for the betterment of Madison County.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

DESIGNATING NEWSPAPERS FOR 2024

WHEREAS, Subdivision 2 of Section 214 of the County Law states that the Board of Supervisors shall annually designate two newspapers to publish local laws, notices and other matters required by law to be published; and

WHEREAS, in designating such newspapers, “. . .consideration shall be given to those newspapers [with] general circulation throughout the county”; and

WHEREAS, Subdivision 1 of Section 214 of County Law requires that a majority of the members of the Board of Supervisors from each party designate a newspaper for the publication for concurrent resolutions, election notices issued by the secretary of state, and the official canvass; and

WHEREAS, a majority of the members of the Board of Supervisors from each party have designated the *Oneida Daily Dispatch* and *Rome Sentinel* as the papers to publish the concurrent resolutions, the election notices issued by the secretary of state, and the official canvass;

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors hereby designates the following newspapers for the following official publications:

Concurrent Resolutions	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Official Canvass	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Election Notices	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Official Notices	<i>Oneida Daily Dispatch or Rome Sentinel</i>
Local Laws, Notices, and other matters required by law to be published	<i>Oneida Daily Dispatch or Rome Sentinel</i>

BE IT FURTHER RESOLVED, that a copy of each County legal advertisement shall be distributed by the official County newspapers to all of the following located in Madison County: Town Clerks, Village Clerks, City Clerks, Public Libraries and Reading Centers, County Clerk, Clerk of the Board of Supervisors, County Veterans, and County Board of Elections.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

APPOINTING A BUDGET OFFICER AND A DEPUTY BUDGET OFFICER

WHEREAS, by Resolution No. 433-11, Cindy Edick, County Treasurer was appointed as Budget Officer commencing January 1, 2012; and

WHEREAS, Mark Scimone was appointed as Deputy Budget Officer commencing January 1, 2012; and

WHEREAS, the Finance, Ways and Means and Government Operations Committees recommend that Cindy J. Edick, County Treasurer be appointed as Budget Officer and that Mark A. Scimone, County Administrator be appointed Deputy Budget Officer for the 2024 calendar year,

NOW, THEREFORE, BE IT RESOLVED that Cindy J. Edick be and hereby is appointed Budget Officer and shall receive the stipend of \$18,000, paid on a biweekly basis effective January 1, 2024,

BE IT FURTHER RESOLVED that Mark A. Scimone be and hereby is appointed Deputy Budget Officer effective January 1, 2024 again at no additional compensation.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

REAPPOINTING THE COUNTY HIGHWAY SUPERINTENDENT

WHEREAS, Resolution No. 712 of 2023 appointed F. Joseph Wisinski as County Highway Superintendent for a four year term expiring February 11, 2024; and

WHEREAS, the Highway, Buildings and Grounds Committee and the Government Operations Committee recommend the reappointment of F. Joseph Wisinski to another term;

NOW, THEREFORE BE IT RESOLVED that F. Joseph Wisinski of Canastota, New York be and hereby is appointed Madison County Highway Superintendent for a term of four years at an annual salary of \$131,721 effective February 12, 2024.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AMENDING PERSONNEL POLICY AND PROCEDURE EMPLOYEE SEPARATION POLICY

WHEREAS, an Employee Separation policy has been developed by the Department of Human Resources and Compliance Officer; and

WHEREAS, this policy was originally adopted on March 8, 2022; and

WHEREAS, the purpose of the policy is to ensure the separation of employees is handled in a professional and documented manner and in accordance with all applicable Civil Service laws and collective bargaining agreements and Madison County Policies and Procedures; and

WHEREAS, the policy clearly outlines procedures to be followed for the voluntary and involuntary separation of employees from County employment; and

WHEREAS, the current policy requires amendments and updates to comply with procedural and legislative changes; and

WHEREAS, the adoption of this policy has been reviewed and is recommended by the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED, the Chairman of the Board of Supervisors approve the amended Employee Separation Policy, making it effective immediately.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AMENDING PERSONNEL POLICY AND PROCEDURES LACTATION – TIME AWAY FROM WORK

WHEREAS, Madison County is committed to providing a healthy environment for its employees; and

WHEREAS, the Madison County Board of Supervisors has previously adopted a Lactation Time Away From Work Policy on October 12, 2010; and

WHEREAS, the current policy requires amendments and updates to comply with procedural and legislative changes; and

WHEREAS, the Government Operations Committee has reviewed the amendments to the procedures and recommends adoption by the Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby adopts the revised Lactation – Time Away From Work Policy as amended.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AMENDING PERSONNEL POLICY AND PROCEDURES EXPOSURE CONTROL PLAN

WHEREAS, Madison County is committed to providing a safe and healthy environment for its employees; and

WHEREAS, the Madison County Board of Supervisors has previously adopted revised an Exposure Control Plan Policy; and

WHEREAS, the current policy requires amendments and updates to comply with procedural changes; and

WHEREAS, the Government Operations Committee has reviewed the amendments to the procedures and recommends adoption by the Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby adopts the revised Exposure Control Plan as amended.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING AN INCREASE TO PER VISIT RATE FOR TEACHERS OF
THE SPEECH AND HEARING IMPAIRED**

WHEREAS, the Public Health Department employs Teachers of Speech and Hearing Impaired to provide services for the County's Preschool and Early Intervention Programs; and

WHEREAS, the current pay rate of \$45/visit has not increased since 2015; and

WHEREAS, the responsibilities of these positions continue to increase due to State requirements; and

WHEREAS, the Public Health Director has recommended that the current pay rate of \$45/visit be increased to \$50/visit in order to maximize recruitment and retention efforts; and

WHEREAS, the Health and Human Services Committee and the Government Operations Committee have reviewed and recommend said increase,

NOW, THEREFORE BE IT RESOLVED, that the rate of pay for Teachers of Speech and Hearing Impaired be increased to \$50/visit effective January 1, 2024.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operation Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO MODIFY AN AGREEMENT WITH EXCELLUS HEALTH PLAN, INC.

WHEREAS, Madison County entered into an agreement with Excellus Health Plan, Inc. on Resolution Number 23-377 dated November 9, 2023. This agreement was to provide medical insurance for our eligible employee and their eligible dependents; and

WHEREAS, the employee medical program is self-funded program; and

WHEREAS, the county desires to continue its practice of purchasing specific stop loss insurance to minimize its exposure to volatility in claims experience; and

WHEREAS, Excellus Health Plan, Inc. will provide stop loss at \$50.37 rate per contract per month for a deductible level of \$300,000; and

WHEREAS, Excellus Health Plan, Inc. proposal for the stop loss coverage for 2024 plan year with a 9.7% rate increase with no plan modifications; and

WHEREAS, Excellus Health Plan, Inc. proposal has been reviewed by OneGroup, the County health benefit consultants; and

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board and Health Plan Administrator be, and hereby are, authorized to execute such documents as deemed necessary to secure stop loss coverage from Excellus Health Plan, Inc. for the 2024 plan year.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH PARK STRATEGIES

WHEREAS, Madison County is frequently impacted by New York State and Federal mandates through legislation, regulations and executive decisions; and

WHEREAS, Madison County is highly dependent on and impacted by budget actions at the State and Federal level; and

WHEREAS, the County is committed to assessing these impacts in a proactive way; and

WHEREAS, the County is not able to continuously monitor proposed legislation and measures affecting the County budget that may be considered by State and Federal officials or agencies; and

WHEREAS, the County currently has a contract with Park Strategies to provide legislative consulting services; and

WHEREAS, Park Strategies of New York, New York maintains offices and staff resources within Albany, NY and Washington, DC that are engaged, full-time, in monitoring legislative and regulatory matters being contemplated by legislative and executive agencies; and

WHEREAS, Park Strategies possesses special consultant expertise in analyzing the full impact of and addressing these legislative, budgetary and regulatory matters and addressing them in their formative stage; and

WHEREAS, after review, the Government Operations Committee recommends that the County enter into an agreement with Park Strategies to provide legislative consulting services;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and hereby is authorized to enter into an agreement effective January 1, 2024 – December 31, 2024, at a fee not to exceed \$120,000 for the year, as evidenced in the form as is on file with the Clerk to the Board.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AUTHORIZING CHAIRMAN TO MODIFY AN AGREEMENT WITH TYLER TECHNOLOGIES, INC.

WHEREAS, Madison County entered into an agreement with Tyler Technologies, Inc. on Resolution #457-13 dated December 23, 2013. This agreement was to provide access to Enterprise Resource Planning (ERP) System Software in a cloud based “Software as a Service” (SaaS) arrangement; and

WHEREAS, Madison County entered into a modification agreement with Tyler Technologies, Inc. on Resolution #470-14 dated December 22, 2014 to have the ERP software installed on servers here at Madison County as a “self-hosted” ERP user; and

WHEREAS, Tyler Technologies, Inc. has been recommending that their ERP clients request “Software as a Service” status to avail the client with future ERP software versions that will only be made available to SaaS clients; and

WHEREAS, the SaaS ERP solution will meet the need for the County to mitigate cyber-security threats to the ERP software, where these threats are a potential issue to governments, businesses and personal computer systems throughout the Country; and

WHEREAS, the Information Technology Department recommends hosting the ERP software on the SaaS platform; and

WHEREAS, the SaaS platform will be hosted off site, but will be available to Madison County users if a disaster recovery initiative needs to be implemented at the County; and

WHEREAS, the agreement with Tyler Technologies Software Quote for Tyler SaaS (Software as a Service) and Related Services includes; Financial Management, Human Resource Management, Revenue Management, Content Management, Data Insights, ERP Office, Enterprise Forms Processing, Concurrent Users, and ACFR Statement Builder; and

WHEREAS, the 2023 cost of the licensing and support for these services on a “self-hosted” basis was \$124,081.49; and

WHEREAS, the increase in the annual ERP licensing and support for a SaaS platform will amount to \$94,918.51 in the first year, which does not include an additional one-time fee of \$10,950.00 for a total due of \$229,950; and

WHEREAS, it is anticipated that the agreement will be renewed annually going forward; and

WHEREAS, this change will be implemented in the year 2024; and

WHEREAS, funds have been allocated in the 2024 budget; and

WHEREAS, the modified agreement with Tyler Technologies has been reviewed and approved by the Government Operation Committee and the Finance, Ways and Means Committee.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be, and hereby is authorized to modify the agreement with Tyler Technologies for a Software as a Service hosted ERP System, as is on file with the Clerk of the Board.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN ENTERPRISE AGREEMENT WITH
CIVICPLUS**

WHEREAS, Madison County currently uses Novus Agenda for agenda and meeting management; and

WHEREAS, Novus Agenda will be discontinued in 2024; and

WHEREAS, the Information Technology Department recommends using CivicClerk as a replacement software package; and

WHEREAS, Funds for this project are in the 2024 budget; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman be and hereby is authorized to execute the contracts with CivicPlus on behalf of the County, in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**ESTABLISHING THE SALARIES OF CERTAIN MANAGERIAL/CONFIDENTIAL
EMPLOYEES FOR 2024**

BE IT RESOLVED, commencing January 1, 2024, the following annual salaries shall be paid to managerial/confidential employees in biweekly payments by the County Treasurer.

Deputy Director of Human Resources	\$92,758
Corrections Captain	\$87,681
Director of Administrative Services	\$81,603
Corrections Lieutenant	\$78,287
Highway Operations Manager	\$78,287
Director of Children with Special Needs Program	\$76,507
Director of Financial Assistance	\$68,309
Assistant Director of Administrative Services	\$60,989
Administrative Assistant to the District Attorney	\$45,982

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

REVISING THE MADISON COUNTY MANAGEMENT COMPENSATION PLAN

WHEREAS, the Management Compensation Plan establishes terms and conditions of employment for all department heads, management/confidential personnel and elected officials; and

WHEREAS, the Board of Supervisors desires to update position titles within the plan and to amend language regarding insurance and terminal benefits; and

WHEREAS, the Government Operations Committee reviewed the proposed revisions and recommend the aforementioned changes to the Board of Supervisors for adoption effective January 1, 2024,

NOW, THEREFORE, BE IT RESOLVED that the Madison County Management Compensation Plan be amended as is on file with the Clerk to the Board.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

ENDORISING MADISON COUNTY SHARED SERVICES PLAN

WHEREAS, New York State's County-wide Shared Services Initiative law requires County Administrator Mark Scimone, as the chief executive officer of the county, to prepare a property tax savings plan for shared, coordinated and efficient services among the county, city, towns and villages within Madison County; and

WHEREAS, a Shared Services Panel consisting of the County Administrator as chair of the panel, Town Supervisors, City and village Mayors, and School Superintendents within the county is tasked with proposing potential inter-governmental shared services to streamline municipal services and operations; and

WHEREAS, representatives from the County of Madison, Canastota Central School District, Village of Chittenango, and Town of Sullivan met to discuss the proposed projects/proposals; and

WHEREAS, the Government Operations Committee has reviewed the proposed plans and agrees that they would benefit the involved municipalities and taxpayers of Madison County;

NOW, THEREFORE BE IT RESOLVED that the Madison County Board of Supervisors supports Madison County's Shared Services Plan and each project/proposal from each involved municipality for submission to the New York State Department of State and a certified draft of the plan to be submitted to the Clerk of the Board.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**SELECTING AN ADMINISTRATIVE SERVICE AGENCY AND FINANCIAL ORGANIZATION
FOR THE DEFERRED COMPENSATION PROGRAM AND AUTHORIZING THE CHAIRMAN
TO ENTER INTO AN AGREEMENT (EMPOWER RETIREMENT, LLC) (RFP P12-23)**

WHEREAS, by Resolution No. 134 of 1992, Resolution No. 187 of 1997, Resolution No. 261 of 2002, Resolution No. 333 of 2007, Resolution No. 345 of 2013, and Resolution No. 618 of 2018 the Chairman of the Board was authorized to enter into agreement with Reliance Trust, Mass Mutual and Empower Retirement, LLC, to serve as the administrator for the County's deferred compensation program; and

WHEREAS, the administration of the deferred compensation program must be evaluated every five years in accordance with applicable laws, rules and regulations; and

WHEREAS, the Government Operations Committee, as the Local Compensation Committee appointed by the Madison County Board of Supervisors, accepted and evaluated the proposals received by the County for administrations of the deferred compensation program for a five year contract period as stipulated in Section 9003.5 (a), Title NYCRR; and

WHEREAS, the Local Deferred Compensation committee recommends the reappointment of Empower Retirement, LLC and Mass Mutual as Administrative Service Agency and Financial Organization for the County's deferred compensation program pursuant to Section 9003.5(a), Title 9 NYCRR; and

NOW, THEREFORE BE IT RESOLVED that Madison County selects Empower Retirement and Mass Mutual to continue as Administrative Service Agency and Financial Organization for the deferred compensation program for the period of January 1, 2024 through December 31, 2028; and

BE IT FURTHER RESOLVED that the Chairman of the Board hereby is authorized to execute all necessary documents to contract with Empower Retirement, LLC for administrative, financial, and trustee services for the County of Madison Deferred Compensation Plan; and

BE IT FURTHER RESOLVED that the Madison County Board of Supervisors affirms that Madison County Director of Finance shall be named as trustee of the deferred compensation program.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

**AUTHORIZING A RENEWAL WITH LIFETIME BENEFIT SOLUTIONS FOR SECTION
125 ADMINISTRATION SERVICES**

WHEREAS, the County provides an IRS Section 125 Flexible Spending Account for its eligible employees; and

WHEREAS, the Flexible Spending Account allows employees to pay for anticipated health care, dependent care and health insurance premiums with pre-tax dollars; and

WHEREAS, in addition to the tax savings for Flexible Spending Account participants, the County, as the employer, also benefits from Social Security and Medicare (FICA) tax savings; and

WHEREAS, Lifetime Benefit Solutions has provided the County with administrative Services for the Flexible Spending Plan for fiscal year 2023 at the cost of \$4.60 per participant per month and

WHEREAS, there is no increase in price for this service in 2024

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board be, and hereby is, authorized to execute a renewal, as is on file with the Clerk to the Board, with Lifetime Benefit Solutions for Section 125 administrative services for the period of January 1, 2024 through December 31, 2024.

Dated; December 5, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED, that the 2023 Adopted County Budget be modified as follows:

General Fund

5682 Madison Transit

Expense

	<u>From</u>	<u>To</u>
A568250 541072 Mass Transportation Program	<u>\$ 350,000</u>	<u>\$ 450,000</u>
Control Total		<u>\$ 100,000</u>

Revenue

A568250 435890 State Aid Operating Assistance	<u>225,000</u>	<u>325,000</u>
Control Total		<u>\$ 100,000</u>

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County budget be modified as follows:

General Fund

9061 Hospital & Medical Insurance

Expense

	<u>From</u>	<u>To</u>
A906190 586010 Medicare Advantage Plan	\$1,366,016	\$1,303,659
A906190 586015 Reimburse Retiree Premium	4,140	4,338
A906190 586040 Premium on HMOs	93,689	49,900
A906190 586080 Teamster's Benefit Fund	660,039	608,769
A906190 586220 Refund Employee Contributions	0	1,718

1986 Traffic Diversion Program

Expense

A198610 542340 Contracted Services	\$40,000	\$45,500
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1930 Liability & Fleet Insurance

Expense

A193010 544002 Excess Insurance Premiums	\$683,731	\$733,731
A193010 544005 Judgments & Claims Property	<u>50,000</u>	<u>150,000</u>

Control Totals	<u>\$2,897,615</u>	<u>\$2,897,615</u>
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Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

1420 County Attorney

Expense

	<u>From</u>	<u>To</u>
A142010 542175 Professional Legal Counsel	\$175,000	\$275,000

1990 Contingent Fund

Expense

A199010 544440 Contingent Fund	<u>\$178,959</u>	<u>\$78,959</u>
Control Totals	<u>\$353,959</u>	<u>\$353,959</u>

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ACCEPT GRANT FUNDS WITH THE NYS STOP DWI FOUNDATION AND MODIFYING THE 2023 COUNTY BUDGET – STOP DWI STATEWIDE HIGH VISIBILITY ENGAGEMENT CAMPAIGN

WHEREAS, the STOP-DWI Statewide Crackdown Enforcement Grant is now officially known as High Visibility Engagement Campaign Grant; and

WHEREAS, Madison County has been awarded a grant for \$24,000 by the New York State STOP DWI Foundation, and

WHEREAS, these funds will provide 100% reimbursement of eligible personnel costs incurred to support high visibility road checks (sobriety checkpoints) with partnerships between the Madison County Sheriff's Office, the City of Oneida Police Department, Village of Canastota Police Department, Village of Cazenovia Police Department, Village of Hamilton Police Department, Village of Chittenango Police Department, SUNY Morrisville Police Department and the New York State Park Police during crackdown periods occurring in 2023 and 2024, and this grant program is described as follows:

Awarding Agency: NYS Governor's Traffic Safety Committee
Pass Thru. Agency: NYS STOP DWI Foundation
Program Name: High Visibility Engagement Campaigns and DRE Callout Plan
Grant Period: 10/1/23 – 9/30/2024
Contract #: C002684
CFDA #: 20.616
Grant Total: \$24,000

NOW THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be authorized to enter into an agreement with the NYS STOP DWI Foundation, a copy of which is on file with the Clerk of the Board, and

BE IT FURTHER RESOLVED, that the 2023 Adopted County Budget be modified as follows:

General Fund

A3316 STOP DWI Grant Programs

	<u>From</u>	<u>To</u>
<u>Expense</u>		
A331630 541128 Sobriety Checkpoint Personnel Reimbursement	<u>\$14,563</u>	<u>\$38,563</u>
Control Total		<u>\$24,000</u>

Revenue

A331630 443924 FA STOP DWI Foundation Funding	<u>\$14,563</u>	<u>\$38,563</u>
Control Total		<u>\$24,000</u>

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
THE VILLAGE OF CAZEOVIA FOR THE USE OF MADISON COUNTY'S INTEROPERABLE
COMMUNICATIONS SYSTEM**

WHEREAS, Madison County operates an Interoperable Communications System, which is managed by the Office of Emergency Management, headed by the Director of Emergency Management who among other things is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Madison County Interoperable Communications System ("MCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the MCICS, it is necessary to establish procedures for the use of the MCICS by municipalities and first response agencies; and

WHEREAS, Madison County is now offering first response agencies the ability to utilize data equipment necessary such as but not limited to the County's Computer Aided Dispatch program and Records Management System; and

WHEREAS, an agreement with the Village of Cazenovia was previously approved by Resolution 20-471 for use of radio equipment within the MCICS; and

WHEREAS, the Village of Cazenovia wishes to include data equipment services;

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 the Village of Cazenovia, in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH AK ASSOCIATES (KRAUS ASSOCIATES)

WHEREAS, AK Associates has submitted for approval an agreement with Madison County to provide service for the purpose of Motorola Support for the 911 phone system; and

WHEREAS, AK Associates has provided an annual support fee of Twenty-Seven Thousand, Eight dollars and Seventy-Six cents (\$27,008.76); and

WHEREAS, the term of the contract is December 1, 2023 through November 30, 2024; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications 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 AK Associates, in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO.23-_____

**AUTHORIZING THE CHAIRMAN TO AWARD BID 23-36 AND ENTER INTO AN AGREEMENT WITH
M.E.I.D., LLC**

WHEREAS, sealed bids were received and opened on November 30, 2023 for the Madison County Assigned Counsel Renovation; and

WHEREAS, all bids have been canvassed and reviewed by design engineer King & King Architects, who made their recommendation to award the bid to M.E.I.D., LLC, a construction company based out of Oneida, New York that has been previously utilized by the County for many similar services in the past and possess the special skills and training to perform the services required; and

WHEREAS, Madison County Assigned Counsel has reviewed and recommends moving forward with entering into the agreement with M.E.I.D., LLC for their services related to the office remodeling at 1091 Northside Shopping Plaza, Suite 2, Oneida, New York (Madison County Assigned Counsel offices); and

WHEREAS, M.E.I.D., LLC submitted a bid to complete all aspects of the office remodeling project, including construction, electrical and plumbing, for a total cost of \$222,902; and

WHEREAS, H-H grant funding has been secured for a majority of the cost of the construction with an additional grant from the Gorman Foundation in the amount of \$75,000. The Gorman Foundation has also agreed to provide for an additional 20% of their grant award for contingency funding. The remodeling of our current space would provide a more efficient office, allow for additional office space affording the opportunity for program growth and to provide our panel attorneys with a dedicated work space for them to utilize at their convenience; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and the Highway, Buildings & Grounds 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 Madison County with M.E.I.D., LLC, in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

William N. Zupan, Chairman

William N. Zupan, Chairman
Highway, Buildings & Grounds Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
TRAFFIC SAFETY RESEARCH, LLC**

WHEREAS, the Madison County Sheriff is in need of assistance with the administration of the STOP-DWI Community Education and Outreach Program; and

WHEREAS, Traffic Safety Research, LLC has the skills, expertise, education, training and licensing required to perform the required services; and

WHEREAS, the term of this agreement shall be from January 1, 2024 until December 31, 2024; and

WHEREAS, the County will compensate Traffic Safety Research, LLC with a total of Forty Four Thousand Dollars (\$44,000), which is 100% program funded; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications 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 Traffic Safety Research, LLC in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
ABRAHAM MASARA, N.P.**

WHEREAS, the Madison County Correctional Facility is in need of psycho-diagnostic evaluations and performances of therapeutic and corrective measures of inmates; and

WHEREAS, Abraham Masara, N.P. represents that he has the skills, expertise, education, training and licensing required to perform the required clinical services; and

WHEREAS, the term of this agreement shall be from January 1, 2024 until December 31, 2024; and

WHEREAS, the County will compensate Abraham Masara N.P. at an hourly rate of One Hundred Seven Dollars (\$107.00) for 10 to 12 hours per week, the total amount of compensation will not exceed \$66,768 for 2024; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications 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 Abraham Masara, N.P., in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications 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, Abraham Masara, N.P., PLLC with principal offices at 4756 Summerhurst Dr., Liverpool, NY 13088 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 01/01/2024 through 12/31/2024. 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 any time.
 - 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 Corrections Captain, or his/her designee.
 - 3) **COMPENSATION:** The County hereby agrees to pay the contractor as directed in Schedule B; an hourly rate of \$107.00 for 10 to 12 hours per week.
- 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 Madison County.
 - 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 of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall, if applicable, 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 by certified mail thirty (30) days prior to 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, rules and regulations governing the provision of goods and services under this Agreement, including the rules and regulations of the County. Among such rules and regulations is the County's Corporate Compliance Plan (the "Plan") and Compliance Code of Conduct. The Plan and Compliance Code of Conduct can be viewed at the County's website: <https://www.madisoncountynv.gov/>. Alternatively, copies can be obtained by contacting the Corporate Compliance Officer at 315-366-2832 or christina.kennedy@madisoncountynv.gov. The Contractor agrees to abide by the terms of the Plan and Compliance Code of Conduct when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with copies of such or given access to same.

The County will conduct appropriate screening of providers, 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 the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

1) ☐ (Check if to be required)

Class A Contractor Compliance Requirements. "Class A Contractor" shall mean, contractor, subcontractor, independent contractor or agent who, on behalf of the County (1) furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services; or (2) performs billing or coding functions; or (3) provides administrative or consultative services, goods, or services that are significant and material, are directly related to a health care provision, and/or are included in, or are a necessary component of, providing items or services of Medicaid-funded programs; or (4) is involved in the monitoring of health care services provided by the County; or (5) is determined by Madison County to be affected by any of its compliance risk areas as identified in NYCRR § 521-1.3(d). Based on this definition and the Services to be provided under this Agreement, the County has classified the Contractor as a Class A Contractor. By entering into this Agreement, the Contractor agrees to:

- a) Distribute copies of Madison County's Corporate Compliance Plan, Compliance Code of Conduct and related policies, to all affected individuals employed by the Contractor;
- b) Require its employee(s) to complete required training related to Madison County's Corporate Compliance Program within thirty (30) days of the approval of this Agreement and annually thereafter, as applicable.
- c) Conduct exclusion list screenings of its employee(s), contractor(s) and subcontractor(s) every thirty (30) days; and
- d) Report any potential or actual conflicts of interest;
- e) Comply with all investigations and resolution of compliance issues; and
- f) Report any suspected compliance violation or concerns which can be done through the County's Compliance Hotline at 1-855-833-7283 (1-855-83-FRAUD), or directly to the Corporate Compliance Officer by phone: 315-366-2832, email: christina.kennedy@madisoncountyny.gov, mail/in-person: Veterans Memorial Building, 138 N Court St, Wampsville NY 13163.

In the event the Contractor fails to comply with the requirements of the County's Corporate Compliance Program as it relates to the risk areas potentially affected by the Contractor, the County reserves the right to immediately terminate this Agreement in accordance with Paragraph 1.

Furthermore, the County strongly encourages all healthcare providers contracting with the 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.

- 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) **SECURITY BREACH NOTIFICATION:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the security, confidentiality, or integrity of County Data, Contractor shall, at its own expense, (1) immediately (within 24 hours) notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence and perform a root cause analysis thereon, (2) investigate such occurrence, (3) provide a remediation plan, acceptable to County, to address the occurrence and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County). County shall make the final decision on notifying County persons, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by the County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- 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 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".**
 - 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.
- ☐ Insurance is not required for the Services to be provided.
- 3) **Commercial Umbrella**
- a) Umbrella limits must be at least
 - 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.
 - d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.
- 4) **Workers Compensation and Employers Liability**
-
- 5) **Disability Benefits**
-
- 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 \$1,000,000 per claim and \$3,000,000 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 claim. 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 Madison County, located at PO Box 635, Wampsville, NY 13163. 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: 10/17/23

By: [Signature]
Abraham Masara, NP, PLLC

STATE OF NEW YORK)
COUNTY OF MADISON)

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

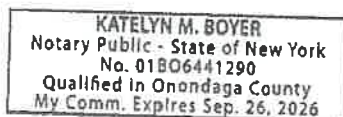
Notary Public, State of New York
Appointed in _____ County NY
Commission Expires: _____
Notary Public

STATE OF _____)
COUNTY OF _____)

On the 17th day of October, 20 23, before me, the undersigned, Abraham Masara 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 Public [Signature]



Version 5/1/23

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 _____

NP _____

Title _____

Abraham Masara, NP, PLLC _____

Company Name _____

Sworn to before me this

17th day of October, 2023

Notary Public _____



Version 5/1/23

SCHEDULE A SCOPE OF SERVICES

The Contractor agrees to:

- The Nurse Practitioner will conduct psycho-diagnostic evaluations of patients in need of such services and perform therapeutic and corrective measures.
- Provide clinical services to assigned patients as clinically indicated and in accordance with all applicable New York State Laws and Regulations.
- Review and sign treatment plans of social workers and other mental health professionals.
- Conduct a comprehensive psychiatric evaluation of all assigned patients.
- Coordinate psychiatric and medical care for each assigned patient including conferring as needed with the social work staff, nurse and other mental health personnel assigned to the case.
- Provide a face to face session with each patient either in person or via tele-video.
- Complete required psychiatric assessment and treatment documentation in a timely manner.
- Provide medical orders as necessary, including required labs, medications, observation status and necessary nursing interventions.
- Consult with facility medical staff, mental health clinic staff by telephone or tele-video when necessary to manage emergent patient issues (severe medication side effects, critical dosage adjustments, negative or no reactions to medication ordered) by responding in a timely manner to telephone messages or emails.
- Provide direction and clinical leadership to other members of the clinical staff that may be working with the patient, helping them pay attention to treatment objectives, approaches and interventions.
- In the event of vacation/time off, the Nurse Practitioner will provide a substitute licensed medical professional during this time and/or be available as needed by the facility.
- Agree to comply with all federal and state laws, codes, rules, policies and regulations including staff licensure and Mental Hygiene Certifications where required.
- Demonstrate knowledge and application of mental health policies, procedures and guidelines.
- Demonstrate knowledge and application of health care policies, procedures and guidelines.
- Actively participate in performance improvement and utilization review activities through case reviews and evaluations of patient events and ensure a demonstrable quality of patient care which compares favorably with established external benchmarks.
- Perform such other duties as may be related to this practice of Psychiatry and are reasonably requested and deemed appropriate by the Facility Physician.

**SCHEDULE B
COMPENSATION**

The County hereby agrees to pay the Contractor an hourly rate of One Hundred and Seven Dollars (\$107.00) for 10 to 12 hours of work assigned and completed by the Contractor per week. The amount of this contract is not to exceed \$66,768 for the time period of January 1, 2024 through December 31, 2024.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BA Agreement"), effective 01/01/2024, ("Effective Date"), is entered into by and between **MADISON COUNTY** (the "Covered Entity"), with a principal address at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) and Abraham Masara, N.P. (the "Business Associate"), with a principal address at 4756 Summerhurst Dr., Liverpool, NY 13088 (each a "Party" and collectively the "Parties").

BACKGROUND

WHEREAS, Covered Entity has been designated as a hybrid entity for the purposes of the HIPAA Privacy Rule, and it has designated several of its component departments as health care components.

WHEREAS, the Parties have an agreement dated 01/01/2024 (the "Agreement") under which the Business Associate from time to time, creates, receives, maintains or transmits Protected Health Information ("PHI") in the course of furnishing services to a health care component, as more fully set forth in Appendix A therein, but described generally as follows:

Conduct psycho-diagnostic evaluations of patients

WHEREAS, both Parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the "Privacy & Security Regulations") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as it is updated, amended, or revised.

WHEREAS, this BA Agreement sets forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by the Business Associate from or on behalf of the Covered Entity, 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.

NOW, THEREFORE, the parties hereto do mutually 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 PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the Agreement. All other uses not authorized by this BA Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this BA 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 BA 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 PHI 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 PHI 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 PHI 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 BA Agreement, Business Associate may:

- a. aggregate the PHI in its possession with the PHI 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 PHI of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity.
- b. de-identify any and all PHI 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 PHI and is not subject to the terms of this BA 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 PHI, 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 BA 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 PHI not provided for or allowed by this BA Agreement, or any Security Incident, or Breach of Unsecured PHI of which Business Associate becomes aware. For purposes of this BA 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 PHI that the Business Associate reports to the Covered Entity.
- d. use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI.
- 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 require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information (including EPHI) under this BA 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 PHI that apply to the Business Associate as set forth in this BA Agreement.

- f. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI 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.
- g. 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 PHI 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 BA Agreement.
- h. 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 PHI in accordance with 45 C.F.R. § 164.528.
- i. subject to Section 5.5 below, return to the Covered Entity or destroy, within 60 days of the termination of this BA Agreement, the PHI in its possession and retain no copies (which for purposes of this BA Agreement shall mean destroy all backup tapes)
- j. disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- k. 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 PHI 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 PHI by the Business Associate under this BA Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI 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 PHI 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 PHI to the Covered Entity or the individual to whom such PHI 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 PHI 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 PHI 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 PHI 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 PHI constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

- a. notify the Business Associate, in writing, of any PHI 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 PHI 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 BA Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this BA 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 BA 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 BA 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 BA Agreement are or shall be appropriately informed of the terms of this BA 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 BA 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 BA Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this BA 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 BA Agreement.
- 5.3 Termination. The Covered Entity may terminate this BA Agreement in the event of a breach by Business Associate.
- 5.4 Automatic Termination. This BA 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 01/01/2024 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 PHI 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 PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said PHI, 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 PHI 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 BA Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any PHI 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 BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI 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 BA Agreement to comply with such change without any financial concession. No new or additional legislative, regulatory or judicial requirement related to PHI confidentiality shall take effect under this BA 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 BA 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 BA Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of PHI by Business Associate or any agent, subcontractor or third party that received PHI from Business Associate.
6. MISCELLANEOUS
- 6.1 Covered Entity. For purposes of this BA Agreement, Covered Entity shall be defined as Madison County.
- 6.2 Business Associate. For purposes of this BA Agreement, Business Associate shall include the named Business Associate herein.
- 6.3 Amendments; Waiver. This BA 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 BA 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 BA Agreement or both.

If to Business Associate, to:

Abraham Masara, NP, PLLC
4756 Summerhurst Dr., Liverpool, NY 13068

Attention: Abraham Masara, NP, PLLC
Email: abemasara@icloud.com

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

Madison Co Sheriff's, PO Box 16 Wampsville, NY 13163

Attention: Sheriff Todd Hood
Email: kathy.chaires@madisoncounty.ny.gov

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:
Sheriff Todd M. Hood [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 BA 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**. For purposes of this BA Agreement, the Parties give the following meaning to each of the terms in this Section 1 below.
- 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 ("PHI"). 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 Security Incident. Security Incident shall have the meaning as set out in its definition at 45 C.F.R. §164.304.

7.6 Breach of Protected Health Information. For the purposes of this BA 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 BA Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

COVERED ENTITY

By: _____

Name: John M. Becker

Title: Chairman, Board of Supervisors

Date: _____

BUSINESS ASSOCIATE

By: 

Name: Abraham Masara

Title: NP

Date: 10/17/23

MEMORANDUM OF INSURANCE				Date Issued 07/25/2023	
Producer Association Member Benefits Advisors, LLC. In CA dba Assn. Member Benefits & Insurance Agency P.O. Box 14576 Des Moines, IA 50306-3576 1-800-375-2764			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured I- View Psych NP & Behavioral Therapy PC Building B 200 Gateway Park Drive Syracuse, NY 13212			Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability and General Liability NP/CNS FrmMbr NP Psychiatric Mental Health	AHY-1012316104	07/25/2023	07/25/2024	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$4,000,000
Memorandum Holder is added as an additional insured, but only as respects to claims arising out of the sole negligence of the Named Insured subject to the terms and provision of the policy. Coverage includes General Liability for Occurrences at 124 Northern Lights Drive Syracuse, NY 13212 arising out of the sole negligence of the Named Insured.					
Memorandum Holder: Madison County 138 N Court Street Wampsville NY 13163			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative Brad J. Feller		
					

Liberty Mutual
PO Box 958416
Lake Mary FL 32795



Abraham Masara
Linda A Masara
4756 Summerhurst Dr
Liverpool, NY 13088-3622

Date: December 5, 2023

Dear Abraham & Linda,

Please see the enclosed form(s).

- Certificate of Automobile Insurance (Binder)

Thank you for being a loyal Liberty Mutual customer.

Sincerely,

Liberty Mutual



CONTACT US

For questions, please call us at
1-800-225-8285



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Abraham Masara
Linda A Masara
4756 Summerhurst Dr
Liverpool, NY 13088-3622

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: AOS22802141570

Effective Date: 06/12/2023

Expiration Date: 06/12/2024

COVERAGES:	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
				Loss Caused by Collision	Loss Other Than Loss Caused by Collision
Limits of Liability	\$100/300 \$100000	\$1000	Yes	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: No Coverage		

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2022	JEEP		1C4RJFBG8NC123892

ADDITIONAL INTEREST

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

NAME AND ADDRESS:

Chrysler Capital
PO BOX 4210
CARMEL IN 46082-4210

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

Loss PAYEE and ADDRESS

Chrysler Capital
PO BOX 4210
CARMEL, IN 46082-4210

Secretary

President

Dated: 12/05/2023 at: 03:47 PM

Countersigned
AUTHORIZED REPRESENTATIVE



LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated on the previous page in accordance with the terms of the Loss Payable Clause.

Term of Loan: From: 03/01/2022 To: 02/28/2025

LOSS PAYABLE CLAUSE

Loss or damage, under this policy, shall be paid as interest may appear to you and the loss payee shown on the front of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NOTICE TO OTHERS IF CANCELLATION OCCURS

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

AS1019 (ed 12-89)



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Abraham Masara
Linda A Masara
4756 Summerhurst Dr
Liverpool, NY 13088-3622

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: AOS22802141570

Effective Date: 06/12/2023

Expiration Date: 06/12/2024

	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
COVERAGES:	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
				Loss Caused by Collision	Loss Other Than Loss Caused by Collision
Limits of Liability	\$100/300 \$100000	\$1000	Yes	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: No Coverage		

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2020	JEEP		3C4NJDBB5LT196906

ADDITIONAL INTEREST

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

NAME AND ADDRESS:

Chrysler Capital
PO BOX 4210
CARMEL IN 46082-4210

Loss PAYEE and ADDRESS

Chrysler Capital
PO BOX 4210
CARMEL, IN 46082-4210

Secretary

Dated: 12/05/2023 at: 03:47 PM

President

Countersigned
AUTHORIZED REPRESENTATIVE



LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated on the previous page in accordance with the terms of the Loss Payable Clause.

Term of Loan: From: 05/14/2020 To: 11/13/2023

LOSS PAYABLE CLAUSE

Loss or damage, under this policy, shall be paid as interest may appear to you and the loss payee shown on the front of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NOTICE TO OTHERS IF CANCELLATION OCCURS

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

AS1019 (ed 12-89)



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Abraham Masara
Linda A Masara
4756 Summerhurst Dr
Liverpool, NY 13088-3622

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: AOS22802141570

Effective Date: 06/12/2023

Expiration Date: 06/12/2024

	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
COVERAGES:	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
				Loss Caused by Collision	Loss Other Than Loss Caused by Collision
Limits of Liability	\$100/300 \$100000	\$1000	Yes	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible	"ACV" indicates Actual Cash Value ACV Less \$500 Deductible
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: No Coverage		

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2022	JEEP		1C4RJFBG6NC123891

ADDITIONAL INTEREST

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

NAME AND ADDRESS:

Chrysler Capital
PO BOX 4210
CARMEL IN 46082-4210

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

Loss PAYEE and ADDRESS

Chrysler Capital
PO BOX 4210
CARMEL, IN 46082-4210

Secretary

Dated: 12/05/2023

President

at: 03:47 PM

Countersigned
AUTHORIZED REPRESENTATIVE



LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated on the previous page in accordance with the terms of the Loss Payable Clause.

Term of Loan: From: 03/01/2022 To: 02/28/2025

LOSS PAYABLE CLAUSE

Loss or damage, under this policy, shall be paid as interest may appear to you and the loss payee shown on the front of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms, and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NOTICE TO OTHERS IF CANCELLATION OCCURS

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

AS1019 (ed 12-89)

RESOLUTION NO. 23-_____

ADOPTING LOCAL LAW NO. 7 FOR THE YEAR 2023

WHEREAS, there has been duly introduced Local Law No. 7 for the year 2023 entitled "A Local Law Fixing the Salaries of Certain County Officials for 2024; and

WHEREAS, a public hearing on said local law was duly held by the Board of Supervisors of the County of Madison on December 14, 2023,

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 7 for the year 2023 be and the same is hereby adopted.

Dated: December 14, 2023

Paul H. Walrod, Chairman

Paul H. Walrod, Chairman
Government Operations Committee

RESOLUTION NO. 23-_____

MODIFYING BUDGET TRANSFER PROCEDURES

WHEREAS, currently Department Heads are allowed to transfer a maximum of ten thousand dollars (\$10,000) within the summarized objects of expenditure in their .2 Equipment and Capital Outlay and .4 Contractual departmental budget accounts upon approval from the Budget Officer and the County Administrator and/or the Finance Director; and

WHEREAS, the Board of Supervisors has adopted the 2024 County Budget in a condensed format that summarizes the totals for each object of expenditure by department; and

WHEREAS, in order to allow more administrative leeway and increase efficiency, it is recommended to allow Department Heads, upon approval by the Budget Officer and the Director of Finance, to transfer within the summarized objects of expenditure in their .1 Personal Services, .2 Equipment and Capital Outlay, and .4 Contractual budget accounts; and

WHEREAS, Department Heads who oversee multiple orgs/departments may continue to transfer between the orgs/departments under their purview, up to a maximum of ten thousand dollars (\$10,000), within their .2 Equipment and Capital Outlay and .4 Contractual budget accounts, subject to approval from the Budget Officer and the Director of Finance; and

WHEREAS, requests for budget transfers in between .1, .2, and .4 accounts (i.e. from .1 to .2, or .2 to .4) will continue to require approval of the Board of Supervisors; and

WHEREAS, requests for budget transfers involving all revenue accounts, the Contingent Fund, appropriation of Fund Balance, "central" accounts (i.e. central postage, central telephone, etc.), fringe benefits and interfund transfers will also continue to require approval of the Board of Supervisors; and

WHEREAS, departments will submit requests for budget transfers through the Enterprise Resource Planning system by individual account, ensuring the maintenance of a detailed budget and allowing for ease of tracking and reporting; and

WHEREAS, these procedures are to be used in conjunction with the Year-End Budget Transfer Policy and Procedures; and

WHEREAS, the Finance, Ways and Means Committee has reviewed and approves this procedural change and recommends its adoption.

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors approves allowing and hereby grants authority to Department Heads to make budget transfers within the summarized objects of expenditure in their .1, .2, and .4 accounts upon approval from the Budget Officer and the Director of Finance or Assistant Director of Finance, and reports of said transfers will be provided to the Finance, Ways and Means Committee and individual Supervisors upon request; and

BE IT FURTHER RESOLVED that these procedures are effective beginning with the 2024 Adopted County Budget.

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE COUNTY CHAIRMAN AND THE CLERK TO THE BOARD OF SUPERVISORS TO SIGN, SEAL AND DELIVER TAX WARRANTS FOR FISCAL YEAR 2024

WHEREAS, the Board of Supervisors adopted the Madison County Budget on November 30, 2023, which includes the assessment of taxes due and owing by each City and Town within Madison County for the 2024 fiscal year; and

WHEREAS, New York State Real Property Tax Law requires a Tax Warrant be issued regarding the assessment of taxes to each City and Town; and

WHEREAS, Tax Warrants, in accordance with New York State Real Property Tax Law, bearing the Seal of the Board and signed by the Chairman and the Clerk to the Board of Supervisors, shall be annexed to each assessment roll, and the completed tax roll shall be delivered to the respective collecting officers prior to December 31, 2023, thereby levying the taxes for the 2024 fiscal year;

NOW, THEREFORE BE IT RESOLVED, that the Chairman and the Clerk to the Board of Supervisors are herein and hereby authorized and directed to sign and seal the Tax Warrants for the fiscal year 2024, effective on December 27, 2023; and

BE IT FURTHER RESOLVED that the Tax Warrants shall be annexed to each assessment roll, and the completed tax roll shall be delivered to the respective collecting officers prior to December 31, 2023.

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

**LEVYING UNPAID WATER, SEWER, LIGHT, DEMOLITION AND MAINTENANCE FEES FOR
VARIOUS TOWNS AND THE CITY OF ONEIDA ONTO THE 2024 COMBINED TAX BILLS**

WHEREAS, the various towns and the City of Oneida have submitted statements showing unpaid fees; and

WHEREAS, there has been delivered to the Madison County Board of Supervisors a relevy report, which report is on file with the Clerk of the Board;

NOW, THEREFORE BE IT RESOLVED, that the unpaid fees as listed on the 2024 Town (City) and County Tax Roll.

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO 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 2024 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, 2024, through December 31, 2024 for an amount not to exceed \$46,200; 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 Coordinated Care Services, Inc., in the form as on file with the Clerk of the Board.

Dated: December 14, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
ERIE MECHANICAL CONTRACTORS, INC.**

WHEREAS, Madison County Facilities has an emergency need for a repair to the County Office Building Boiler; and

WHEREAS, Erie Mechanical Contractors, Inc. have agreed to perform this emergency repair service, commencing November 14, 2023 in the amount of \$69,132; and

WHEREAS, the funds for this repair have been allocated within the 2023 adopted county budget; and

WHEREAS, this agreement has been reviewed and approved by the Highway, Buildings & Ground 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 Erie Mechanical Contractors, Inc. in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

William N. Zupan, Chairman

William N. Zupan, Chairman
Highway, Buildings and Grounds Committee

RESOLUTION NO. 23-_____

AUTHORIZING CHAIRMAN TO ENTER INTO AN AGREEMENT WITH C&D ADVERTISING

WHEREAS, Madison County has been working with C & D Advertising to market and develop the Buy Madison Program and the pandemic related “Madison Local Eats” program; and

WHEREAS, Madison County has also been working with C & D and others to develop the agriculture based Buy Madison Grown Local initiative; and

WHEREAS, C & D Advertising has been instrumental in helping to develop and implement this program with plans for marketing and outreach focused on the rich variety of farms and farm products grown and developed in Madison County; and

WHEREAS, the 2024 Madison County Budget includes \$50,000 for the continuation of the Buy Madison and Grown Local initiative; and

NOW THEREFORE BE IT RESOLVED, that Madison County Board of Supervisors hereby authorizes John M. Becker, Chairman of the Board, to enter into a contract (a copy of which is on file with the Clerk of this Board) with C&D Advertising for the Buy Madison and Buy Madison Grown Local programs.

Dated: December 14, 2023

Joseph J. Pinard, Chairman

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

A G R E E M E N T

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 any time.
- 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 Madison County.
- 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 of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall, if applicable, 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 by certified mail thirty (30) days prior to 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, rules and regulations governing the provision of goods and services under this Agreement, including the rules and regulations of the County. Among such rules and regulations is the County's [Corporate Compliance Plan](#) (the "Plan") and [Compliance Code of Conduct](#). The Plan and Compliance Code of Conduct can be viewed at the County's website: <https://www.madisoncounty.ny.gov/>. Alternatively, copies can be obtained by contacting the Corporate Compliance Officer at 315-366-2832 or christina.kennedy@madisoncounty.ny.gov. The Contractor agrees to abide by the terms of the Plan and Compliance Code of Conduct when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with copies of such or given access to same.

The County will conduct appropriate screening of providers, 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 the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

1) _____ (Check if to be required)

Class A Contractor Compliance Requirements. “Class A Contractor” shall mean, contractor, subcontractor, independent contractor or agent who, on behalf of the County (1) furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services; or (2) performs billing or coding functions; or (3) provides administrative or consultative services, goods, or services that are significant and material, are directly related to a health care provision, and/or are included in, or are a necessary component of, providing items or services of Medicaid-funded programs; or (4) is involved in the monitoring of health care services provided by the County; or (5) is determined by Madison County to be affected by any of its compliance risk areas as identified in NYCRR § 521-1.3(d). Based on this definition and the Services to be provided under this Agreement, the County has classified the Contractor as a Class A Contractor. By entering into this Agreement, the Contractor agrees to:

- a) Distribute copies of Madison County’s Corporate Compliance Plan, Compliance Code of Conduct and related policies, to all affected individuals employed by the Contractor;
- b) Require its employee(s) to complete required training related to Madison County’s Corporate Compliance Program within thirty (30) days of the approval of this Agreement and annually thereafter, as applicable.
- c) Conduct exclusion list screenings of its employee(s), contractor(s) and subcontractor(s) every thirty (30) days; and
- d) Report any potential or actual conflicts of interest;
- e) Comply with all investigations and resolution of compliance issues; and
- f) Report any suspected compliance violation or concerns which can be done through the County’s Compliance Hotline at 1-855-833-7283 (1-855-83-FRAUD), or directly to the Corporate Compliance Officer by phone: 315-366-2832, email: christina.kennedy@madisoncounty.ny.gov, mail/in-person: Veterans Memorial Building, 138 N Court St, Wampsville NY 13163.

In the event the Contractor fails to comply with the requirements of the County’s Corporate Compliance Program as it relates to the risk areas potentially affected by the Contractor, the County reserves the right to immediately terminate this Agreement in accordance with Paragraph 1.

Furthermore, the County strongly encourages all healthcare providers contracting with the 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.

- 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) **SECURITY BREACH NOTIFICATION:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including insecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the security, confidentiality, or integrity of County Data, Contractor shall, at its own expense, (1) immediately (within 24 hours) notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence and perform a root cause analysis thereon, (2) investigate such occurrence, (3) provide a remediation plan, acceptable to County, to address the occurrence and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County). County shall make the final decision on notifying County persons, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by the County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- 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 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".**
- 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.
- _____ Insurance is not required for the Services to be provided.

3) **Commercial Umbrella**

- a) Umbrella limits must be at least _____
- 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.
- d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.

4) **Workers Compensation and Employers Liability**

5) **Disability Benefits**

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 \$1,000,000 per claim and \$3,000,000 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 claim. 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 Madison County, located at PO Box 635, Wampsville, NY 13163. 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____, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

Notary Public

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 Public

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

**SCHEDULE A
SCOPE OF SERVICES**

Buy Madison County 2024		BUDGET: \$50,000.00											
ADVERTISING		Totals											
		Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TELEVISION		Totals											
STREAMING	\$7,200	600	600	600	600	600	600	600	600	600	600	600	600
TELEVISION	\$7,200	600	600	600	600	600	600	600	600	600	600	600	600
OUTDOOR / PRINT													
Outdoor	\$1,600									1600			
	OUTDOOR / PRINT	\$1,600								1,600			
ONLINE													
C&D Services	Social Media Management	750	750	750	750	750	750	750	750	750	750	750	750
Facebook	Social Media Boosted Post Budget	600	600	600	600	600	600	600	600	600	600	600	600
C&D Services	Email Marketing	600	600	600	600	600	600	600	600	600	600	600	600
Google AdWords	Search	500	500	500	500	500	500	500	500	500	500	500	500
Graphic Design		500				500				500			500
	ONLINE	\$31,400	2,950	2,450	2,450	2,450	2,950	2,450	2,450	2,950	2,450	2,450	2,950
PRODUCTION													
TV Production		\$3,000		1,500				1,500					
	PRODUCTION	\$3,000	-	1,500	-	-	-	1,500	-	-	-	-	-
WEBSITE													
Web Updates		\$2,000	500			500				500			500
Web Hosting		\$1,340						1,340					
		\$0											
		\$3,340	600	-	-	500	-	1,840	-	-	500	-	-
OTHER													
Email Software	Sharp Spring	\$3,600	300	300	300	300	300	300	300	300	300	300	300
		\$0											
		\$0											
		\$3,600	300	300	300	300	300	300	300	300	300	300	300
TOTALS													
	Total Cost of All Advertising Placed	\$50,140	4,350	4,850	3,350	3,850	5,350	3,350	5,190	3,350	5,450	3,850	3,350

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
TO ACCEPT ALTERNATIVE DAILY LANDFILL OPERATING COVER**

WHEREAS, pursuant to agreements approved by the Madison County Board of Supervisors, Madison County has accepted foundry sand from Meloon Foundries, Inc. in the County of Onondaga for many years for use as daily landfill cover in accordance with the New York State Department of Environmental Conservation rules and regulations; and

WHEREAS, Meloon Foundries, Inc. is interested in continuing to send such material to the Madison County Landfill for proper disposal; and

WHEREAS, Meloon Foundries, Inc. and Madison County are interested in entering into a new agreement for the calendar year 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors is hereby authorized and directed to enter into an agreement with Meloon Foundries, Inc., in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

James J. Cunningham, Chairman

James J. Cunningham, Chairman
Solid Waste and Recycling Committee

RESOLUTION NO. 23-_____

**AUTHORIZING TAXING DISTRICT GRANTS AND MODIFYING THE
2023 ADOPTED COUNTY BUDGET**

WHEREAS, New York State negotiated and structured a settlement of various Oneida Indian Nation of New York ("OIN") related litigation and contested matters, which settlement has taken the form of a Settlement Agreement among the OIN, the State of New York, the County of Madison & the County of Oneida ("Settlement Agreement") as approved by Resolution No. 157-13 of the Madison County Board of Supervisors on May 30, 2013, and as approved by the other parties to that Agreement, with Madison County acting pursuant to the related state legislation implementing the Settlement Agreement (Chapters 174 and 175 of the Laws of 2013, Executive Law Section 11 and Indian Law Section 16).

WHEREAS, Section V(E) of the Settlement Agreement, labeled "Nation Land Not Taxable," provides in subsections (1) and (6), in pertinent part, as follows:

(1) Without regard to whether land has been (or has not been) and is now (or is not now) exempt from property taxation or otherwise non-taxable, Nation Land shall be non-taxable, and the Nation shall not be liable to the State or any municipal subdivision of the State for any past, present or future property tax payment with regard to Nation Land, and no bill for such tax shall be issued...

(6) Notwithstanding Sections V(E)(1) and V(E)(4) of this Agreement, the Nation shall make to the Counties a payment in an amount equal to the amount of property tax that would be due from any non-Indian owner with respect to any parcel of Reacquired Land within the Cap provided in Section VI(B)(4) of this Agreement that is acquired by the Nation after the Effective Date of this Agreement and until such time as the particular land is transferred to the United States in trust for the Nation, With respect to Nation Land, the Nation's payment shall be based on the assessed value of the parcel prior to the transaction in which it was acquired by the Nation.

WHEREAS, pursuant to such provision the County has submitted an invoice to the Oneida Indian Nation for 2023 and received payment therefore; and

WHEREAS, the full scope and effect of the Settlement Agreement remains to be determined, particularly with regard to charges relating to special districts benefiting properties directly, but at this time certain special district charges have been included in the invoice and paid by the Oneida Indian Nation; and

WHEREAS, while the Settlement Agreement provides that the County is to receive such funds, nevertheless, given the impact of the loss of revenue to the districts is significant it is the desire of this Board of Supervisors to provide a share of the County's payments to the affected district to mitigate the impact on such district of the actual or potentially exempt status of certain properties owned by the Oneida Indian Nation; and

WHEREAS, to that end Madison County intends to make grants, namely one-time payments, more specifically as provided in the attached Schedule of Parcels and Payments; and

WHEREAS, such one-time payments will be made on or about December 31, 2023; and will be intended to mitigate the aforementioned period and is to be used solely to support the infrastructure of and the municipal services provided to the taxpayers of such districts; and

WHEREAS, the Board does not commit to payments in future years and will evaluate the prospect of future payments;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby authorizes the Madison County Treasurer to disburse as a grant the sums set forth and described on the attached Schedule of Parcels and Payments to each of the districts set forth therein totaling \$153,909.94; and

BE IT FURTHER RESOLVED, that the 2023 Adopted County Budget be modified as follows:

General Fund

9999 Non Departmental Revenue

Revenue

		<u>From</u>	<u>To</u>
A999995 427725	Nation Payment-Reacquired Land	\$ 0	\$153,913
	Control Total		<u>\$153,913</u>

General Government Support, Other

Expense

A198810 540141	City Municipal Grant	\$ 0	\$ 2,375
A198810 540142	Town Municipal Grant	0	9,023
A198810 540143	Village Municipal Grant	0	22,074
A198810 540144	Special District Grant	0	12,389

Educational Activities

A298020 541155	Grants to School Districts	<u>0</u>	<u>108,052</u>
	Control Total		<u>\$ 153,913</u>

Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A Roberts, Chairman
Finance Ways and Means Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE MODIFICATION OF THE 2023 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2023 Adopted County Budget be modified as follows:

General Fund

1990 Contingent Fund

Expense

	<u>From</u>	<u>To</u>
A199010 544440 Contingent Fund	\$78,959	\$70,709

2961 Early Intervention

Expense

A296120 541190 Transportation	\$100,000	\$118,250
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4010 Public Health Administration

Expense

A401040 540101 Computer Equipment Not Capitalized	\$7,405	\$2,405
A401040 540103 Computer Software Maintenance	14,412	12,412
A401040 549110 Office Supplies & Expense	<u>9,000</u>	<u>6,000</u>

Control Totals	<u>\$209,776</u>	<u>\$209,776</u>
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Dated: December 14, 2023

Matthew A. Roberts, Chairman

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. 23- _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
WANDERER'S REST HUMANE ASSOCIATION, INC. FOR DOG SHELTER SERVICES**

WHEREAS, Wanderers' Rest Humane Association Inc. possesses the facilities necessary for meeting the sheltering needs of those municipalities in Madison County responsible for such provisions as mandated by Article 7 of New York State Agriculture and Markets Law; and

WHEREAS, Wanderers' Rest Humane Association Inc. further possesses the special skills, experience and capability to implement and provide low-cost spay-neuter services, and the outreach and promotion of such services that constitute an Animal Population Control Program as described by the aforementioned Article 7 of NYS Agriculture and Market's Law; and

WHEREAS, the agreement will cover the period of January 1, 2024 through December 31, 2024 in the amount of \$127,558.00 annually; and

WHEREAS, the Health and Human Services Committee has made the recommendation for the County to enter into an agreement with Wanderers' Rest Humane Association Inc. for dog shelter and population control services;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and he is hereby authorized to enter into an agreement on behalf of the County of Madison with Wanderers' Rest Humane Association Inc., in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH CROUSE HEALTH HOSPITAL, INC.

WHEREAS, Madison County desires to contract with Crouse Health Hospital, 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, 2024 through December 31, 2024;

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

Full 100% State Revenue	\$ 109,328
Madison County appropriation of not more than	\$ 0
Total	\$ 109,328; 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 Crouse Health Hospital, Inc. in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Mary B. Cavanagh, Chairwoman

Mary B. Cavanagh, Chairwoman
Health and Human Services Committee

RESOLUTION NO. 23-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH NYS OFFICE
OF INDIGENT LEGAL SERVICES, ON BEHALF OF THE MADISON COUNTY
ASSIGNED COUNSEL PROGRAM**

WHEREAS, the Madison County Assigned Counsel wishes to reduce caseloads and improve the quality of parent representation in child welfare matters and submitted a grant proposal to the NYS Office of Indigent Legal Services, Third Family Defense (Child Welfare) Quality Improvement & Caseload Reduction Grant, said proposal was deemed “one of the top ranked proposals”; and

WHEREAS, Madison County has been conditionally granted the maximum amount of funds available under this three-year distribution for 2023-2025 shall not exceed the amount of \$725,340.00; and

WHEREAS, the County shall be reimbursed only for costs actually incurred in accordance with this Agreement. Payments shall be made in arrears on a quarterly basis and be processed upon submission by the County and approved by the NYS Office of Indigent Legal Services of appropriate statements and vouchers; and

WHEREAS, the contract with ILS would cover a 36-month period of time to start January 1, 2024 to run through December 31, 2026; and

WHEREAS, the Third Family Defense (Child Welfare) Quality Improvement & Caseload Reduction Grant funding will provide early intervention treatment support, attorney and caseworker support services, and investigative services; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications 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 Madison County with NYS Indigent Legal Services, in the form as is on file with the Clerk of the Board.

Dated: December 14, 2023

Rex Vosburg, Chairman

Rex Vosburg, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee