

Health and Human Services
Monday, December 13, 2021 @ 10:30 AM
Chambers/Zoom

AGENDA

10:30 AM Call Meeting to Order

Approval of Minutes

- November 23, 2021

Mental Health:

1. Authorizing the Chairman to Enter into an Agreement with Family Counseling Services of Cortland County, Inc.
2. Authorizing the Chairman to Enter into an Agreement for Sign Language Interpreting Services with Communication Services, Inc. (dba Interpretex)
3. Authorizing the Chairman to Enter into an Agreement with Vineall Ambulance, Inc. (dba Reliable Telephone Answering Service)
4. Authorizing the Modification of the 2021 Adopted County Budget (Gorman Building Renovation)

Public Health:

1. Authorizing the Chairman to Enter Into an Agreement with McCarthy & Conlon, LLP
2. Authorizing the Chairman to Enter into an Agreement with Wanderers' Rest Humane Association, Inc. for Dog Shelter Services
3. Authorizing the Chairman to Enter Into Agreements with Public Health Department Contractors

Social Services:

Veterans Affairs:

1. Program Updates

Youth Bureau:

Other Committee Business

Preferred Agenda

Next Meeting:

1. January 25, 2022 @10:30

Adjourn

HEALTH AND HUMAN SERVICES COMMITTEE

Tuesday, November 23, 2021

Meeting Chambers/Zoom

Committee Members Present

Alex Stepanski, Chairman

Loren Corbin, Town of Brookfield, via Zoom

Eve Ann Shwartz, Town of Hamilton, via Zoom

Others Present

Michael Fitzgerald, Commissioner, Social Services

Ron Raymer, Director, Veterans Agency

Kathryn Hopkins, Mental Health Clinic Treatment Program Coordinator

Eric Faisst, Director, Public Health Services

Tina Louis, Director, Madison County Youth Bureau

Tina Wayland Smith, County Attorney

Mark Scimone, County Administrator

Samantha Field, Public Information Officer

Ryan Coe, Public Information Specialist

Michele Browell, Confidential Secretary, Social Services

Call Meeting to Order

Chairman Alex Stepanski called the meeting to order at 10:30 a.m., indicating that there was a quorum for the Health and Human Services Committee.

Approve Minutes

The Health and Human Services Committee reviewed the meeting minutes for October 26, 2021.

A motion by Supervisor Shwartz to approve the minutes, seconded by Supervisor Corbin and carried unanimously.

Mental Health

Kathryn Hopkins, Treatment Program Coordinator presented the following resolutions to the Committee:

Authorizing the Chairman to Enter into an Agreement with Madison-Cortland Chapter, NYSARC, Inc. (dba The Arc Madison Cortland).

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

Authorizing the Chairman to Enter into an Agreement with Psychiatric Services.

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

Authorizing the Chairman to Enter into an Agreement with Freitas and Associates.

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

Authorizing the Chairman to Enter into an Agreement with George David Annas, MD.

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

Authorizing the Chairman to Enter into an Agreement with Roosa Consulting, LLC.

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

Reappointing Members of the Community Services Board.

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

Authorizing the Chairman to Execute Contract Modifications and Budget Modification to the 2021 Adopted County Budgets (Pathways Office Furniture).

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

Mark Scimone, County Administrator gave an update on the building in Oneida that will house Pathways. Renovations will start next week, and it is expected finish quickly.

Samantha Field, Public Information Officer gave an update on the Mental Health Task Force. A meeting was held last week. They are hoping that the website will be up by the end of next week for the public. Director Teisha Cook has been in contact with all school districts. Matt Roosa will be back to present to the Supervisors after the first of the year.

Public Health

Director Eric Faisst presented the following resolutions to the Committee:

Authorizing the Budget Modification of the 2021 Adopted County Budget for the Children with Special Health Care Needs (CSHCN) Grant Renewal.

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

Authorizing the Chairman to Enter into an Agreement and Modify the 2021 Adopted County Budget for COVID-19 Vaccine Response Grant.

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

Modifying the 2021 Adopted County Budget for Public Health Preparedness Grant.

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

Director Faisst gave an update on COVID-19. There are currently 230 active cases with 35 new cases per day. These numbers are expected to rise after Thanksgiving and Christmas. Hospitalizations are down. There were 190 vaccines administered for kids 5-11 at a POD on Saturday at Morrisville Eaton. The last testing day in Oneida will be today. This will be moved to the Highway garage in Morrisville. Starting December 1st contract tracing will be modified. The focus will be on households and cluster, with enhanced outreach about the 3W's, wearing a mask, watch your distance and washing hands. Madison, Morrisville Eaton, Cazenovia, and Stockbridge School Districts are all doing the "Test to Stay". If a student is exposed but tests negative, they can stay in school.

Social Services

Commissioner Michael Fitzgerald presented the Commissioners Report. These numbers are through the month of October. Almost all categories are where they should be at this point. There will be some resolutions going through next month to transfer money.

Commissioner Fitzgerald presented the following resolution to the Committee:

Authorizing the Chairman to Enter into an Agreement with Venesky & Company.

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

Veterans Agency

Director Ron Raymer gave program updates and stated that the agency continues to meet client's needs and connect them with the services they need. The agency continues with trainings, attending several events/trainings since last Committee meeting. The Madison County WAVEM Corp. Veteran of the Year Ceremony was held honoring Frances Holderman, a 20-year US Army retired Veteran. Operation Green light was a success. Jason Phelps from Congresswomen Tenney's office came to assist veterans with federal agency concerns. Total client contact for October was 419 and so far for November is 294. Director Raymer is working with the Personnel Department on recruitment to replace a staff member.

Youth Bureau

Director Louis presented the following resolution to the Committee:

Authorizing the Chairman to Enter into an Agreement with Community Action Program for Madison County, Inc. and to Modify the 2022 Adopted County Budget.

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

Authorizing the Chairman to Enter into an Agreement with BRiDGES, Madison County Council on Alcoholism and Substance Abuse, Inc., and to modify the 2022 Adopted County Budget.

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

Authorizing the Chairman to Enter into an Agreement with Young Men’s Christian Association and Women’s Community Center of Rome, and to Modify the 2022 Adopted County Budget.

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

Reappointing Members to the Madison County Youth Bureau Youth Board.

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

Appointing Members to the Madison County Youth Bureau Youth Board.

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

Director Louis thanked the Board of Supervisors for doing interviews with the New Visions students at the Board Meeting last week. She is going to set up a round table with the Senator, Assemblyman and Chairman. Internships will be starting with the students in January. She will be matching up students with the departments that meet their interest. The program will be expanding with a morning and afternoon class. They are working on finding space for the afternoon class.

Preferred Agenda

The Committee unanimously agreed to include all resolutions except for the one submitted by the Veterans Agency in their Preferred Agenda, upon motion by Supervisor Corbin and seconded by Supervisor Shwartz.

Motion to Adjourn

There being no further business to discuss, a motion was made by Corbin to adjourn the meeting at 11:16 a.m., seconded by Supervisor Shwartz and carried unanimously.

Next meeting: December 13, 2021 at 10:30 a.m.

Respectfully submitted by Michele Browell for Chairman Alexander R. Stepanski

RESOLUTION NO. _____

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

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

WHEREAS, the NYS Office of Addiction Services and Supports has agreed to fund all approved expenses through 100% State Revenue, not to exceed the state appropriation for the period January 1, 2022 through December 31, 2022;

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

Full 100% State Revenue	\$ 60,600
Madison County appropriation of not more than	\$ 0
Total	\$ 60,600; and

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

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

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

Dated: December 16, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. _____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH COMMUNICATION SERVICES, INC. (dba, Interpretetek) FOR SIGN LANGUAGE INTERPRETING SERVICES

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

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

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

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

WHEREAS, this agreement will provide services for all County departments for the period of January 1, 2022 through December 31, 2022, with the rate being determined by the type of services needed in accordance with the following schedule:

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

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 enter into an agreement on behalf of the County of Madison with Communications Services, Inc. (dba, Interpretetek), in the form as is on file with the Clerk of the Board.

Dated: December 16, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH VINEALL
AMBULANCE, INC. (dba, RELIABLE TELEPHONE ANSWERING SERVICE)**

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

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

WHEREAS, there is a need for after-hours call answering service to take and relay calls to
Madison County Departments including Mental Health & Social Services, District Attorney, and
Public Health; and

WHEREAS, Vineall Ambulance, Inc. (dba, Reliable Telephone Answering Service),
provides this service; and

WHEREAS, the term of the agreement shall be from January 1, 2022 through December
31, 2023; and

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

\$145.00 per month per account

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 he is hereby authorized to enter into agreement on behalf of the County of Madison with
Vineall Ambulance, Inc. (dba, Reliable Telephone Answering Service), in the form as is on file
with the Clerk of the Board.

Dated: December 16, 2021

Alexander Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2021 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2021 Adopted County Budget be modified as follows:

General Fund

1620 County Buildings

Revenue

	<u>From</u>	<u>To</u>
A162010 427069 Contribution from Gorman Foundation	\$-0-	\$88,500
A162010 428127 Interfund Revenue-Mental Health Dept	<u>-0-</u>	<u>88,500</u>

Control Total		<u>\$177,000</u>
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Expense

A162010 540349 Gorman Building Renovation	\$23,000	\$177,000
A162010 540355 Elevator Upgrades	<u>219,585</u>	<u>242,585</u>

Totals	<u>\$242,585</u>	<u>\$419,585</u>
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Control Total		<u>\$177,000</u>
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4308 Mental Health-Clinic

Revenue

A430840 444883 Federal Aid Medicaid Admn Claiming	<u>\$221,400</u>	<u>\$309,900</u>
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Control Total		<u>\$88,500</u>
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4321 Mental Health Pathways Recovery Center

Expense

A432140 546250 Public Facilities Expense-Gorman Bldg	<u>\$-0-</u>	<u>\$88,500</u>
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Control Total		<u>\$88,500</u>
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Dated: December 16, 2021

Alexander Stepanski, Chairman
Health & Human Services Committee

Ron Bono, Chairman
Highway, Buildings & Grounds Committee

Yvonne M. Nirelli, Chairwoman
Finance, Ways & Means Committee

RESOLUTION NO. _____
AUTHORIZING THE CHAIRMAN TO ENTER AN AGREEMENT WITH MCCARTHY & CONLON, LLP

WHEREAS, Madison County Public Health Department is required to complete an Ambulatory Health Care Facility (AHCF) and a Licensed Home Care Service Agency Medicaid Cost report annually; and

WHEREAS, McCarthy & Conlon have completed this task since it became mandatory in 2010 and 2020 respectively; and

WHEREAS, McCarthy & Conlon, LLP has the expertise and resources to meet the necessary needs; and

WHEREAS, the County will reimburse McCarthy & Conlon, LLP up to \$6,000 per year for the AHCF Medicaid Cost report, and \$5,500 per year for the LHCSA Medicaid Cost report for financial years ending 2021 and 2022; and

WHEREAS, McCarthy and Conlon, LLP will also provide accounting and consulting services as needed at a rate of \$150/hour for years 2022 and 2023; 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 enter the agreement between Madison County Department of Health and McCarthy & Conlon, LLP effective January 1, 2022 through December 31, 2023, as is on file with the Clerk of the Board.

Dated: December 16, 2021

Alexander Stepanski, Chair
Health and Human Services Committee

RESOLUTION NO. _____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH WANDERERS' REST HUMANE ASSOCIATION INC. FOR DOG SHELTER SERVICES

WHEREAS, Wanderers' Rest Humane Association Inc. possesses the facilities necessary for meeting the sheltering need's 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, 2022 through December 31, 2023 in the amount of \$110,920.00 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 16, 2021

Alexander Stepanski, Chair
Health and Human Services Committee

RESOLUTION NO. 19-675

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENTS
WITH PUBLIC HEALTH DEPARTMENT CONTRACTORS**

WHEREAS, the Public Health Department operates a Maternal Child Health Services Program, a Diagnostic and Treatment Center, Lead Poisoning Prevent Program , Preschool Program and the Environmental Health Program; and

WHEREAS, due to the variety of these programs, a number of specialized services are provided to County residents; and

WHEREAS, the Health and Human Services Committee feel it necessary to enter into agreements with independent contractors for these services; and

WHEREAS, the cost of said services receive reimbursements through patient billing, grants and/or Article 6 funding; and

<u>INDIVIDUAL CONTRACTORS</u>	<u>2019</u>	<u>2020-2022</u>
Seelan Newton, Medical Consultant	\$1,000/month \$125.00/hr	\$1,100/month \$140.00/hr
Kahl, Bobbi Jo, Hearing Officer	\$50.00/hr	\$65.00/hr
<u>AGENCY AGREEMENTS</u>	<u>2019</u>	<u>2020-2022</u>
A&P Water Testing Total Coliform Analysis	\$22.00/Sample	\$22.00/sample Various labs on Schedule A
Department of Medicine MSG	\$150.00/hour	\$150.00/hour
GHD Consulting		
Principal Engineer	\$180.00/hour	\$180.00/hour
Senior Engineer	\$120.00/hour	\$120.00/hour
Engineer	\$100.00/hour	\$100.00/hour
EcoSpect		
Certified Lead Assessor (1 per day)	\$350/unit	\$350/unit
Certified Lead Assessor (multiple/day) with XRF-excludes dust/soil samples noted above	\$325/unit	\$325/unit
Life Science Laboratories		
Trihalomethanes	\$40/sample	\$40/sample
HAA5	\$100/sample	\$100/sample
Nitrate	\$15/sample	\$15/sample
Total coliform	\$20/sample	\$20/sample
McGuinness and Associates	\$979.00/month	\$979/month
MRB Group		
Project Manager	\$142/hour	\$175/hour
Civil Engineer II	\$105/hour	\$120/hour
Civil Engineer III	\$115/hour	\$140/hour
Administrative Assistant	\$55/hour	\$65/hour

Oneida Healthcare

Medicaid Rate +2%

Medicaid Rate +3%

Planned Parenthood

STD Diagnosis and Treatment

\$150.00/Client

\$150.00/Client

HIV/HCV Testing

\$25.00/client

\$ 25.00/client

Immunizations max. 2

\$25.00/visit

\$ 25.00/vaccine

Engineer

\$100.00/hour

\$100.00/hour

Schneider Laboratories Global

Lead Analysis of dust and soil

24 hours

\$5.10/sample

\$5.10/sample

48 hours

\$4.85/sample

\$4.85/sample

72 hours

\$4.80/sample

\$4.80/sample

Rabies Program

Cazenovia Animal Hospital

Chittenango Animal Hospital

Hamilton Animal Hospital

Upstate Animal Hospital * *

Village Veterinary Hospital

2019

2020-2022

Euthanasia of a domestic animal (dog, cat, ferret)

\$25.00

\$25.00

Euthanasia of a wild animal (rabies vector species, excluding bats)

\$40.00

\$40.00

Specimen preparation, domestic animal (dog, cat, ferret)

\$45.00

\$45.00

**Specimen preparation, large farm animal (only for Upstate)

\$75.00

\$75.00

*Specimen prep, large farm animal

\$125.00

\$125.00

Specimen preparation, wild animal (excluding bats)

\$45.00

\$45.00

Specimen packaging & submittal forms

\$15.00

\$15.00

Disposal of remains, cremation of animal body < 49 lbs.

\$45.00

\$45.00

Disposal of remains, cremation of animal body ≥ 50 lbs.

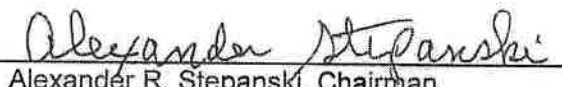
\$65.00

\$65.00

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into agreements with all contractors effective January 1, 2020 through December 31, 2022, as is on file with the Clerk of the Board; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into agreements with providers of specialized services, as needed, according to the Public Health Director, with the approval of the Public Health Services Committee, as long as the contract for similar services is unchanged.

Dated: December 5, 2019



Alexander R. Stepanski, Chairman

Health and Human Services Committee

AGREEMENT

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

NY 14867

, with principal offices at 213 Sydney Terrace, Newfield,

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 01/01/2022 through 12/31/22. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to The Director Of Environmental Health, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor
As outlined in Schedule A

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.

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- 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 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

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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 and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at Corporate Compliance Plan. Additionally, the Health Services Code of Conduct can be reviewed at Madison County Health Services Code of Conduct Policy. Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

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

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

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

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

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

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

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

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

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

Exclusion Screening Statement:

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

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

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

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

5/5/21

- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$5,000,000.
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.

4) Workers Compensation and Employers Liability

- a) Statutory limits apply.

5) Disability Benefits-New York State Statutory Requirements.

6) _____ (Optional – check if to be required)

Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project

7) _____ (Optional – check if to be required)

Professional Liability - with a limit of \$2,000,000 per claim and \$2,000,000 aggregate.

8) _____ (Optional – check if to be required)

Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk "All Risk" or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

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

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

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

Waiver of Subrogation:

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

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to 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: 12/6/21

By: 
ECO-Testing Services, LLC
Owner

STATE OF NEW YORK)
COUNTY OF MADISON)

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

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

Notary Public

STATE OF New York)
 COUNTY OF Chemung)

On the 8 day of December, 2021, before me, the undersigned, personally appeared Daryl R. Heffron personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
 Appointed in Chemung County
 My Commission Expires: 10/24/2024

Mary Beth Wilder
 Notary Public

Mary Beth Wilder
 Notary Public, State of New York
 Reg. No. 01W16349672
 Qualified in Chemung County
 My Commission Expires October 24, 2024

SCHEDULE A SCOPE OF SERVICES

Schedule A

- 1.) County is contracting to receive professional services from agency or reasonableness and necessity of service, professional responsibility and quality assurance. Contractor is being retained to provide EPA and New York State Certified Environmental Lead Sampling to the Madison County Department of Health. Contractor agrees to render professional services that conform to the standards set by federal and state agencies and to all internal policies of the County that incorporate the standard imposed by such agencies.
- 2.) County retains the right to contract with other independent contractors for service the same as, or similar to those provided by Contractor. Contractor retains the right to provide environmental services directly or indirectly through contract with another agency.
- 3.) Internal policy and procedures that will be followed will be discussed with Contractor at the time of orientation.
- 4.) Contractor agrees that he shall not engage in any analysis that appears to be a conflict of interest for any employee of contractor's firm. If such conflict exists, Contractor shall notify County immediately of his inability to perform duties under this agreement due to conflict of interest.
- 5.) Contractor agrees to provide environmental lead services based on the following payment schedules:

		Price
Supply XRF with Lead Assessor	1 dwelling per day	\$350/unit
Supply XRF with Lead Assessor	Multi-dwelling/day	\$325/unit

Price includes mobilization, demobilization and lead in substrate data.

- 6.) Contractor agrees to provide upon request all quality control data associated with providing environmental lead services. Quality control data to include but not limited to laboratory spike, field blank results, accreditation certificates and laboratory inspection

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 

Owner
Title

Eco-Testing Services, LLC
Company Name

Sworn to before me this
8 day of December, 2021


Notary Public

Mary Beth Wilder
Notary Public, State of New York
Reg. No. 01WI6349672
Qualified in Chemung County
My Commission Expires October 24, 2024

5/5/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andrews Agency, Inc. 804 West State Street Ithaca, NY 14850	CONTACT NAME: Lisa P. Soler	
	PHONE (A/C, No, Ext): (607)273-7551	FAX (A/C, No): (607)256-8790
INSURED Eco-Testing Services, LLC 213 Sydney Terrace Newfield, NY 14867	E-MAIL ADDRESS: lisa@andrewsagencyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RT Specialty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 10002809-149452

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		H87746210AEM	09/16/2021	09/15/2022	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	AGGREGATE	\$
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E.L. DISEASE - POLICY LIMIT	\$																											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				<table border="1"> <tr><td>PER STATUTE</td><td>OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$														
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A	PROFESSIONAL LIABILITY		H87746210AEM	09/16/2021	09/15/2022	PROFESSIONAL LIABILITY 1,000,000																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Madison County Health Department PO Box 605 138 North Court Street Wampsville, NY 13163	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (LPS)

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ACORD 25 (2016/03)

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Printed by LPS on September 30, 2021 at 01:45PM

**Madison County
Insurance Waiver Request Form**

Procedure to complete and submit this request form:

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

Contractor Name:

EcoTesting Services LLC

Address:

213 Sydney Terrace
Newfield NY 14867

Date: 12/08/21

Describe Services Provided to Madison County:

Provide X-ray florescence spectroscopy for lead detection on surfaces in homes.

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

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

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

NA Sole employee/owner

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

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

Reason for requesting waiver:

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

Reason for requesting waiver:

Not necessary for this contract - uses personal vehicle that is covered by his personal Insurance

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

Reason for requesting waiver:

Not necessary for the scope of work Ecotesting is providing the county.

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

Reason for requesting waiver:

Has \$1,000,000 Coverage

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

Reason for requesting waiver:

Contract Contact information: Shawn Prieto

Contact Name, title: Director of Admin Services

Telephone no. (with extension): 2819

E-Mail Address: Shawn.Prieto@madisoncounty.ny.gov

Approvals:

Department Head:



Name

Public Health

Department Name

12/8/21

Date

Committee Chair:

Name

Committee

Date

Copy to: Department of Law