

AGENDA

HEALTH AND HUMAN SERVICES COMMITTEE

Monday, January 25, 2016

Large Conference Room

- 10:30 a.m. Call Meeting to Order
A) Approve Minutes – December 22, 2015
- 10:30 a.m. Veterans Agency
A) Monthly Stats and Activities Report
B) Purple Heart County - update
C) Resolution:
 1. 2015 Budget Modification – Burial Expenses
- 10:35 a.m. Youth Bureau
A) Resolution:
 1. Appointing a member to the Madison County Youth Board
- 10:40 a.m. Social Services
A) Expenditure and Refund Summary
B) Resolutions:
 1. Out-of-State Travel – (Soule) Manchester, NH
 2. Out-of-State Travel – (Benedict) Huntsville, AL
 3. Out-of-State Travel – (Bright) Huntsville, AL
- 10:50 a.m. Mental Health (5min)
A) Resolutions:
 1. Authorizing the Chairman to renew a software maintenance agreement with IMA Systems, LLC
 2. Authorizing the Chairman to execute a contract modification
 3. Authorizing the Chairman to enter into an agreement for consultation services
- 10:55 a.m. Public Health
A) Corporate Compliance Program Assessment Report & Work Plan – handouts
B) Resolutions:
 1. Enter agreement with Madison County Rural Health Council, Inc.
 2. Enter agreement with Utica College
- 11:05 a.m. Other Business
A) Contract – CNY Society for the Prevention of Cruelty to Animals
B) Preferred Agenda

Next meeting: Monday, February 22, 2016 at 10:30 a.m.

Adjournment

HEALTH AND HUMAN SERVICES COMMITTEE

Monday, December 22, 2015
Supervisors Large Conference Room

Committee Members Present

Lewis Carinci, Vice Chairman, City of Oneida
James Goldstein, Town of Lebanon
Joseph John Pinard, Town of Lenox
Paul Walrod, Town of Georgetown

Others Present

Mark Scimone, County Administrator
Joanne Eddy, Director, Youth Bureau
Michael Fitzgerald, Commissioner, Social Services
Teisha Cook, Director, Mental Health Services
Eric Faisst, Director, Public Health
Christine Coe, Executive Assistant to the County Administrator

Absent:

Alex Stepanski, Chairman, Town of Stockbridge

Call Meeting to Order

Vice Chairman Lew Carinci called the meeting to order at 1:00 p.m. indicating that there was a quorum for the Health and Human Services Committee.

Approve Minutes

The Health and Human Services Committee reviewed the regular meeting minutes of August 24, 2015, and November 23, 2015. A motion to approve the minutes as written was made by Walrod, seconded by Pinard and carried unanimously.

Youth Bureau

Director Joanne Eddy presented the following resolutions to the Committee:

Appointing Member to the Madison County Youth Board

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

Reappointing Members to the Madison County Youth Board

A motion was made by Pinard to approve the resolution, seconded by Walrod and carried unanimously.

Sexually Exploited Youth Grant

Eddy informed the Committee that a one-time \$35,000 grant that the Youth Bureau received in 2015 from the New York State Office of Children and Family Services to help raise awareness about human trafficking and the sexual exploitation of youth has been renewed for an additional year. A work plan is currently being put together for 2016.

Youth Bureau Move

Eddy stated that her staff person will be moving to the Youth Bureau's new space in the Social Services Building next week with Eddy joining her after the New Year.

Social Services

Commissioner Michael Fitzgerald provided the November 2015 expenditures and caseload summary and stated that his department is well under their annual budgeted expense at 85.72%. The SNAP expenses are expected to decline in January with the additional requirements to receive benefits.

The move of the Employment and Training Office to the Department of Social Services (DSS) is going well with a few loose ends to tie up. Fitzgerald offered to give the Committee a tour once complete.

Fitzgerald presented the following resolutions to the Committee:

Authorizing the Chairman to renew an agreement with VenTek Inc.

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

Authorizing the Chairman to purchase outside accounting services

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

Authorizing attendance at an out-of-state Conference (Wolcott)

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

Mental Health

Director Teisha Cook presented the following resolutions to the Committee:

Authorizing Chairman to enter agreement with Liberty Resources

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

Authorizing Chairman to enter agreement with Liberty Resources

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

Authorizing Chairman to enter an agreement with Madison County Council on Alcoholism and Substance Abuse (dba BRiDGES)

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

Authorizing Chairman to enter agreement with Madison Cortland ARC

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

Authorizing Chairman to enter agreement with OCM BOCES

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

Authorizing Chairman to enter agreement with Heritage Farm, Inc.

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

Authorizing Chairman to renew a software maintenance agreement with IMA Systems LLC

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

Authorizing attendance at an out-of-state conference (von Hunke)

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

Request for Proposals (RFPs)

Cook stated that she is working on RFPs with the Purchasing Agent for the case management for children and the PROS program.

Public Health

Director Eric Faisst presented the following resolutions to the Committee:

Authorizing the Chairman to enter into agreements with Public Health Department contractors

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

Authorizing the Chairman to enter an agreement with ACC Technical Services, Inc.

A motion was made by Pinard to approve the resolution, seconded by Walrod and carried unanimously.

Authorizing the Chairman to enter an agreement with McCarthy & Conlon, LLP

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

Authorizing the Chairman to modify an agreement with Galson Laboratories

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

Authorizing agreement extension for dog shelter services

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

Gas Compressor Health Project

Faisst informed the Committee that phase one of the gas compressor health project has been completed. The information collected is being compiled and will be provided to each of the 17 households that participated with a report for their home and a summary report for the community. The reports will be presented with information and standards along with guidelines for mitigation in a form that is comprehensible.

Other Business

Supervisor Walrod stated that there is an ongoing issue regarding feral cats in his community. Vice Chairman Carinci stated that there are rescue groups that can handle feral cats, and he will provide Walrod with the information.

Diane Ryan, Deputy Director of Community Action Partnership for Madison County (CAP), met with the Committee to share her concern that CAP's request for increased funding was not approved. A request was made for \$106,000 in order to meet the local match requirements for federal and NYS government funding; otherwise, they will have to give up funding for several programs. CAP has been budgeted to receive \$45,000 in 2016, which has been the same for several years. Ryan noted that CAP has been operating in Madison County for 33 years, is one of the biggest employers in Madison County, and has had significant economic impact on the economy in Madison County (based on an Economic Impact Study conducted by Colgate University in 2013). She asked the Committee to share this information with the full Board and reconsider funding CAP's original request.

Preferred Agenda

The Committee unanimously agreed to include all but the following resolution in their Preferred Agenda on a motion of Goldstein and second of Walrod:

Authorizing agreement extension for Dog Shelter Services (Public Health)

Motion to Adjourn

There being no further business to discuss, a motion to adjourn the meeting was made by Walrod at 1:29 p.m., seconded by Pinard and carried.

Next meeting: Monday, January 25, 2016 at 10:30 a.m.

Respectfully submitted by Christine J. Coe for Chairman Alexander R. Stepanski.

RESOLUTION NO. VA-1

AUTHORIZING THE MODIFICATION OF THE 2015 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2015 Adopted County budget be modified as follows:

General Fund

6510 Veteran's Agency
Expense

A651060 541097 Burial Expense

From

To

\$35,000

\$45,000

1990 Contingent Fund

Expense

A199010 544440 Contingent

875,648

865,648

Control Totals

\$910,648

\$910,648

Dated: February 9, 2016

Alexander Stepanski, Chairman
Health & Human Services Committee

John A. Reinhardt, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. YB-1

**APPOINTING A MEMBER TO
THE MADISON COUNTY YOUTH BOARD**

WHEREAS, the Madison County Board of Supervisors must approve the appointment of members to the Madison County Youth Board, which acts as a community advisory board to the Madison County Youth Bureau; and

WHEREAS, the following individual has been recommended by the membership of the Madison County Youth Board for appointment to the Youth Board and has been approved by the Health and Human Services Committee;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors do hereby appoint **Freeda Windland**, 117 Valerie Circle, Fayetteville to the Madison County Youth Board for a term commencing on February 1, 2016 and expiring on December 31, 2017.

Dated: February 9, 2016

Alexander Stepanski, Chairman
Health & Human Services Committee

UNRECONCILED	DECEMBER 2015 NET EXPENDITURES	YTD NET EXPENDITURES	BUDGET EXPENSE AMOUNT	PERCENTAGE SPENT/RECEIVED
GEN ADM - SALARIES	\$ 403,138.62	\$ 5,002,033.92	\$ 5,111,690	97.85%
GEN ADM - EQUIPMENT	\$ 129.13	\$ 190,340.66	\$ 201,065	94.67%
GEN ADM - CONTRACTUAL	\$ 128,963.65	\$ 1,180,858.93	\$ 1,598,306	73.88%
GEN ADM - FRINGE BENEFITS	\$ 160,633.45	\$ 2,619,226.82	\$ 2,968,040	88.25%
GEN ADM - MLR	\$ 32,083.00	\$ 199,283.00	\$ 182,400.00	109.26%
GEN ADM - A-B7	\$ -	\$ 612,000.00	\$ 612,000.00	91.67%
REIMB SCH SERV COGR	\$ -	\$ 19,589.31	\$ 19,398.00	102.03%
INTERFUND LANDFILL WORK CRW	\$ -	\$ -	\$ (33,527.00)	0.00%
CHILD SUPPORT PROCESSING	\$ -	\$ -	\$ (600.00)	0.00%
INCENTIVES	\$ (2,913.43)	\$ (73,287.20)	\$ (35,779.00)	204.83%
CCBG	\$ 43,915.14	\$ 505,741.88	\$ 499,175.00	101.27%
CCBG - 75%	\$ 1,940.28	\$ 57,848.20	\$ 92,514.00	59.11%
TITLE XX	\$ 21,474.06	\$ 240,114.06	\$ 251,675.00	95.41%
DOMESTIC VIOLENCE	\$ 14,543.58	\$ 174,522.96	\$ 174,523.00	100.00%
FAMILY UNIFICATION	\$ 32,314.17	\$ 364,678.43	\$ 391,691.00	91.10%
SFSIP	\$ -	\$ 76,835.53	\$ 92,200.00	83.34%
DCJS	\$ 12,267.10	\$ 38,793.06	\$ 39,936.00	97.14%
MMIS	\$ 871,920.00	\$ 10,648,396.00	\$ 11,096,581.00	95.96%
MA	\$ (1,757.06)	\$ (214,790.15)	\$ (170,000.00)	126.35%
FAMILY ASSISTANCE	\$ 86,703.26	\$ 1,105,492.95	\$ 1,346,000.00	82.13%
FAMILY ASSISTANCE - DISREGARDS	\$ (96.20)	\$ 1,847.43	\$ -	#DIV/0!
EAF-FOSTER CARE	\$ 37,480.90	\$ 326,677.39	\$ 420,166.00	77.25%
EAF-SERVICES	\$ 10,228.48	\$ 198,315.62	\$ 213,687.00	92.81%
EAF	\$ 3,727.43	\$ 76,355.80	\$ 160,000.00	47.72%
EAF ID/PINS	\$ 29,515.42	\$ 376,553.71	\$ 373,029.00	101.49%
TANF NONSEC DET PREV	\$ -	\$ -	\$ 2,500.00	0.00%
FOSTER CARE	\$ 195,153.00	\$ 1,981,778.78	\$ 2,071,628.00	95.66%
FOSTER CARE - IND LVG	\$ 278.10	\$ 6,640.52	\$ 12,806.00	51.85%
ID/PINS	\$ 372,577.16	\$ 1,687,328.35	\$ 1,460,872.00	115.50%
DFY-14	\$ 3,965.51	\$ 69,667.08	\$ 90,055.00	77.36%
ID - IND LVG	\$ 430.40	\$ 5,668.29	\$ 8,000.00	70.85%
SAFETY NET	\$ 97,368.19	\$ 1,047,826.00	\$ 1,166,000.00	89.87%
HEAP - PA	\$ (42.00)	\$ 6,074.26	\$ -	#DIV/0!
HEAP -NPA	\$ (16,316.10)	\$ (57,087.14)	\$ -	#DIV/0!
HEAP - EMERGENCY	\$ (953.33)	\$ (3,797.40)	\$ -	#DIV/0!
EAA	\$ 375.00	\$ 17,430.31	\$ 15,000.00	49.80%
BURIALS	\$ 2,248.95	\$ 132,479.24	\$ 174,000.00	76.14%
TOTAL	\$ 2,281,331.85	\$ 28,541,258.13	\$ 32,599,410.00	91.27%

SNAP - PA	\$ 56,270.00	\$ 708,936.00	\$ 725,094.00	97.78%
SNAP - NPA	\$ 897,445.00	\$ 11,457,824.00	\$ 12,494,532.00	92.37%

CHILD SUPPORT - CURRENT ASSISTANCE	\$ 15,021.66	\$ 184,582.99	\$ 201,196.00	90.84%
CHILD SUPPORT - FORMER ASSISTANCE	\$ 66,107.49	\$ 951,475.90	\$ 887,424.00	107.22%
CHILD SUPPORT - NEVER ASSISTANCE	\$ 409,655.73	\$ 4,743,154.28	\$ 4,648,932.00	102.03%

BUDGET	\$ 30,653,511.00
MLR	\$ 182,400.00
A-B7	\$ 612,000.00
TOTAL	\$ 31,447,911.00
LESS REFUNDS	\$ 818,486.00
TOTAL	\$ 30,629,425.00

BUDGET TRANSFER DRIVEWAY EXPANSION & LIGHTING (\$50,000) - 6/9/15

BUDGET TRANSFER FROM MMIS \$30,015/REDUCE REVENUE DCJS/SFSIP

	CASELOAD DECEMBER 2014		CASELOAD NOVEMBER 2015		CASELOAD DECEMBER 2015
SUMMARY OF CASES					
MA & MPE	4,816		4,264		4,238
FAMILY HEALTH PLUS	0		0		0
SSI	1,492		1,495		1,493
TOTAL MEDICAID CASES	6,308		5,759		5,731
FAMILY ASSISTANCE	183		165		161
EMERGENCY AID TO FAMILIES	10		13		8
SAFTEY NET	174		172		179
EMERGENCY AID TO ADULTS	1		1		1
TOTAL PUBLIC ASSISTANCE CASES	368		351		349
SNAP - PA	198		181		185
SNAP - NPA	4,120		3,975		3,970
TOTAL SNAP CASES	4,318		4,156		4,155
BURIALS	7		7		1
CHILD SUPPORT - CURRENT ASSISTANCE	425		409		409
CHILD SUPPORT - FORMER ASSISTANCE	1,009		966		963
CHILD SUPPORT - NEVER ASSISTANCE	1,649		1,594		1,602
CHILD SUPPORT - TOTAL	3,083		2,969		2,974
SUMMARY OF CHILDREN					
CCBG - 100%	101		136		126
CCBG - 75%	11		14		9
TOTAL	112		150		135
EAF-FOSTER CARE - FOSTER HOMES	5		6		10
EAF- FOSTER HOMES - HIGHER LEVEL	5		4		4
EAF JD/PINS - FOSTER HOMES	0		0		0
EAF JD/PINS - HIGHER LEVEL	5		1		2
FOSTER CARE - FOSTER HOMES	16		15		15
FOSTER CARE - HIGHER LEVEL	11		6		6
FOSTER CARE - JD/PINS	0		0		0
FOSTER CARE - ADOPTION	92		92		92
JD/PINS - FOSTER HOMES	1		0		0
JD/PINS - HIGHER LEVEL	5		11		11
DFY	2		1		1
CHILDREN NOT IN FOSTER CARE	345		342		346
TOTAL NUMBER OF CHILDREN SERVED	487		478		487
CPS REFERRALS	79		95		104
FAR REFERRALS	38		31		33

Bryan Gibb

Course Type: 5-day Youth MHFA Instructor Course

Start Date: 2016-02-22

End Date: 2016-02-26

Venue: Radisson Hotel Manchester Downtown

Location: 700 Elm St

City: Manchester

State: New Hampshire

ZIP code: 03045

Cost: \$2000.00 for new MHFA Instructions \$950.00 for Current Adult Instructors

Comments: This training is to certify individuals to teach the "YOUTH" MHFA curriculum. This training does NOT certify individuals to teach the Adult MHFA curriculum. Please note that candidates must attend the full five (5) days of the training in order to be considered for certification. Certified instructors participating in the expedited portion of the training must attend the full three (3) days. Note that there are a maximum of 4 expedited spaces available in this training. Submission of an application does not guarantee acceptance. ****Applications are reviewed on a rolling basis.****

Course Closed/Full: [Enrollments Open](#)

Apply Now: [Apply Online](#)

RESOLUTION NO. DSS-1

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Social Services)**

WHEREAS, the Mental Health First Aid Instructor Certification Training will be held February 22 – 26, 2016, in Manchester, NH; and

WHEREAS, Michael Fitzgerald, Commissioner of Social Services, has requested that Marcie Soule, School Services Program Coordinator, attend said conference; and

WHEREAS, the majority of her expenses are funded by the US Substance Abuse and Mental Health Services Administration grant received by the Madison-Oneida BOCES; and

WHEREAS, this request has been reviewed and approved by the Health and Human Services and the Government Operations Committees;

NOW, THEREFORE BE IT RESOLVED that Marcie Soule be and hereby is authorized to attend said conference at a cost not to exceed \$150.00.

Dated: February 9, 2016

Daniel S. Degear, Chairman
Government Operations Committee

REQUEST FOR OUT-OF-STATE CONFERENCE AND TRAVEL FORM

TO BE COMPLETED BY EMPLOYEE: (Please Print)

NAME: Karen Bright

TITLE: Case Supervisor

DEPARTMENT: Madison County Department of Social Services

CONFERENCE NAME: 32nd International Symposium on Child Abuse

LOCATION OF CONFERENCE: Huntsville, AL

TIME AND DATE OF CONFERENCE: April 4-7, 2016

PURPOSE OF CONFERENCE: Training

MODE OF TRAVEL: Air

ESTIMATED COST: Transportation \$ 475.00

Lodging \$ 320.00

Meals \$ 256.00

Registration \$ 519.00

TOTAL \$ ~~1518.00~~ 1570.00 *OM*

Karen L. Bright
Signature Date 12/9/15

Michael A. Stymal
Supervisor's Signature Date 12/11/15

TO BE COMPLETED BY DEPARTMENT HEAD:

Budget Code A311630.541000 (CFRT Travel)

Reimbursement Source(s) and Rate(s) CFRT 100%

I approve the attendance at the aforementioned conference.

Michael A. Stymal
Signature Date 12/11/15

TO BE COMPLETED BY LEGISLATIVE COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY GOVERNMENT OPERATIONS COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY THE CLERK TO THE BOARD OF SUPERVISORS:

The above employee is approved for attendance at the aforementioned out of state conference.

Date of Board Meeting: _____

Resolution Number: _____

Signature Date

Take advantage of the Pre-Conference Workshops on Monday, April 4, 2016.

- *Family Reunification after Child Sexual Abuse: A Road Map*
- *Introduction to Parent-Child Interaction Therapy: Improving the Quality of the Parent-Child Relationship*
- *Management of Children's Advocacy Centers - Safe, Competent, and Don't Forget Legall*

The *International Symposium on Child Abuse* is the oldest and longest-running child abuse conference. *Symposium* is one of the few conferences that addresses all aspects of child maltreatment, including but not limited to physical abuse, sexual abuse, neglect, exposure to violence, poly-victimization, exploitation, intervention, trafficking, and prevention.

For more information about this conference, contact Amy Boyd.

nationalcac.org/symposium | [#NCACSympo](https://twitter.com/NCACSympo)

FOLLOW US ON:

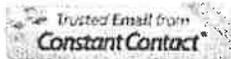


National Children's Advocacy Center
210 Pratt Avenue * Huntsville, AL * 35801
Tel: 256.533.KIDS (5437) * Fax: 256.534.6883

Forward this email

SafeUnsubscribe

This email was sent to pamela.mosher@madisoncounty.ny.gov by ncac@nationalcac.org ;
[Update Profile/Email Address](#) ; Rapid removal with [SafeUnsubscribe™](#) ; [About our service provider](#).

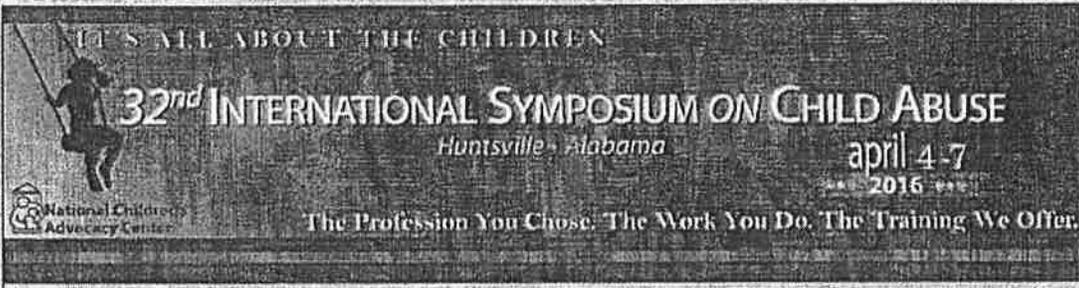


Try it FREE today.

NCAC | 210 Pratt Avenue | Huntsville | AL | 35801

Pamela Mosher

From: NCAC Training Center <training@nationalcac.ccsend.com> on behalf of NCAC Training Center <ncac@nationalcac.org>
Sent: Tuesday, October 27, 2015 10:41 AM
To: Pamela Mosher
Subject: Registration is now open for the 32nd International Symposium on Child Abuse.



Registration Information

Register now to attend the
32nd International Symposium on Child Abuse
in Huntsville, Alabama

April 4-7, 2016
Early Registration Fee: \$519
Standard Registration Fee: \$569 (after February 5, 2016)

Visit our [website](#) for more information.



Keynote Speaker

The Collaboration Advantage: Building strong teams across disciplines and generations to help protect children.

Kim Lear is a speaker, writer, strategist, and researcher who explores how emerging trends impact the future of our workforce and marketplace. For the past four years, she has worked with a research and consulting firm studying Millennial trends and generational dynamics. Now, as the founder and content director of Inlay Insights, Kim is at the forefront of cutting edge research to uncover cultural shifts that revolutionize how organizations engage employees, partners, and clients. She is known for her ability to use a mix of data, storytelling, humor and actionable takeaways to discuss the trends that most impact the functioning of teams and the bottom line of organizations. [Read more...](#)



Pre-Conference Workshops

ITEMIZATION OF EXPENSES
32nd International Symposium on Child Abuse
Huntsville, AL

Number attending:		2
Registration:	2 attendees @ \$519 each =	\$1,038.00
Transportation:	Flight for 2 =	\$800.00
	Shuttle/taxi/baggage =	\$150.00
Lodging:	2 rooms for 3 nights @ \$89 per night plus tax =	\$640.00
Meals:	2 attendees for 4 days @ \$64.00 per day =	\$512.00
		<hr/>
	GRAND TOTAL:	\$ 3,140.00

ALL EXPENSES COVERED BY CAC/MDT GRANT & CFRT GRANT MONIES.

MADISON COUNTY CHILDREN'S ADVOCACY CENTER
6802 BUYEA ROAD
CANASTOTA, NEW YORK 13032
PH. 315.363.2816/315.363.2815
FAX 315.363.2817

Director: Renee M. Smith-Rotondo

December 21, 2015

Allen Riley
Sheriff
Madison County Sheriff's Office
P.O. Box 16
Wampsville, NY 13163

RE: Request for Conference/Travel
32nd International Symposium on Child Abuse

Dear Al;

Attached are two travel requests to the above-referenced training held in Huntsville, AL from April 4-7, 2016. Also attached is an itemization of expenses. As you will note, there are two attendees at a total cost of \$3,140.00.

All expenses will be covered by the MDT and the CFRT grant.

Please submit this request to the Criminal Justice, Public Safety and Emergency Communications Committee, then on to the Government Operations Committee for approval.

If you need anything further from me, please advise. Thanks for your help.

Sincerely,



Pamela Mosher for
Renee M. Smith-Rotondo
CAC Director

RMS/rms
Enc.

RESOLUTION NO. DSS-2

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, the 32nd Huntsville Symposium will be held April 4-7, 2016 in Huntsville, AL; and

WHEREAS, Michael Fitzgerald, Commissioner of Social Services has requested that Karen Bright, Case Supervisor, attend said conference; and

WHEREAS, her expenses are fully funded by the Child Fatality Review Team Grant received by the Sheriff's Office; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications, Health and Human Services and the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that Karen Bright be and hereby is authorized to attend said conference at no expense to the County.

Dated: February 9, 2016

Daniel S. Degear, Chairman
Government Operations Committee

RESOLUTION NO. DSS-3

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, the 32nd Huntsville Symposium will be held April 4-7, 2016 in Huntsville, AL; and

WHEREAS, Michael Fitzgerald, Commissioner of Social Services has requested that Jessica Benedict, Caseworker, attend said conference; and

WHEREAS, her expenses are fully funded by the Multi-Disciplinary Team Grant received by the Sheriff's Office; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications, Health and Human Services and the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that Jessica Benedict be and hereby is authorized to attend said conference at no expense to the County.

Dated: February 9, 2016

Daniel S. Degear, Chairman
Government Operations Committee

RESOLUTION NO. mH-1

AUTHORIZING THE CHAIRMAN TO RENEW A SOFTWARE MAINTENANCE AGREEMENT WITH IMA SYSTEMS LLC

WHEREAS, it is necessary to renew a software maintenance agreement with IMA Systems LLC., for the care and annual upgrade of the information software that is used by the Mental Health Department; and

WHEREAS, the maintenance agreement is for the year 2016 in the amount not to exceed \$60,010 (including software licensures (40); IMA Rx – electronic prescription services (7); Wiley books (43) and associated fees); 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 into an agreement on behalf of the County of Madison with IMA Systems LLC., in the form as is on file with the Clerk of the Board.

DATED: February 9, 2016

Alexander Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. MH-2

AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT MODIFICATION

WHEREAS, by Resolution Number 590-15 the Board of Supervisors entered into an agreement with IMA Systems LLC. for the care and annual upgrade of the information software that is used by the Mental Health Department; and

WHEREAS, IMA Systems LLC. has amended its original subscription fees, changing the budget from \$60,010 to \$58,210;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board be hereby authorized to execute a modification agreement, a copy of which is on file with the Clerk of this Board, for the period January 1, 2016 through December 31, 2016 with IMA Systems LLC. to decrease the contract amount to \$58,210.

Dated: February 9, 2016

Alexander Stepanski, Chairman
Health and Human Services Committee

John A. Reinhardt, Chairman
Finance, Ways & Means Committee

SUBSCRIPTION AND SUPPORT AGREEMENT AMENDMENT

January 12, 2016

Madison County
 138 North Court Street, Building #4
 Wampsville, NY 13163
 Attention: Teisha Cook

Dear Sir or Madame:

Reference is made to the Subscription and Support Agreement, dated January 1, 2016 (the "Agreement"), by and between you, as Client, and the undersigned, IMA Systems LLC. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning set forth in the Agreement. You have indicated a desire to modify the terms of your subscription for the Application and/or related services as indicated in Table I below:

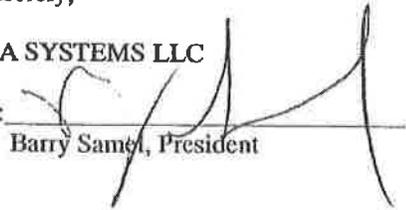
I. Subscription Fees.

<u>Product/Service</u>	<u>No. of Users</u>	<u>Per Unit Charge</u>	<u>Total Monthly Charge</u>
imaServe Subscription, which shall be installed on [NUMBER] Client server(s).	40	102	\$4,080.00
CPT Content	40	2	\$ 80.00
Database Fee	40	1	\$ 40.00
ePrescribing (IMA Rx) Subscription			
Non-EPCS Prescribers	4	60	\$ 240.00
EPCS Add-on	3	10	\$ 30.00
Non Prescribers with on behalf Privileges.	1	15	\$ 15.00
Non Prescribers	1	7.50	\$ 7.50
<u>Total Monthly</u>			<u>\$ 4,492.50</u>
Wiley Treatment Planners (annual)	43	\$100.00	\$ 4,300.00
<u>Total Annual</u>			<u>\$ 4,300.00</u>

By countersigning this letter, you agree that (1) Table I of Exhibit D to the Agreement is hereby replaced in its entirety by Table I set forth above and (2) all other terms and conditions of the Agreement remain in full force and effect. This amendment shall take effect on the date set forth next to your countersignature.

Sincerely,

IMA SYSTEMS LLC

By: 
 Barry Samel, President

AGREED AND ACKNOWLEDGED:
 Madison County

By: _____ Date: _____

Name: _____

Title: _____

RESOLUTION # MH-3

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
FOR CONSULTATION SERVICES**

WHEREAS, the County Mental Health Department is a recipient of the New York State Office of Mental Health Vital Access Provider program;

WHEREAS, the OMH VAP project submitted by the department involves contracting with a consultant for psychiatry scheduling;

WHEREAS, the National Council for Behavioral Health has expertise in this area, and the cost for this service is as follows:

\$4750 for the entire scope of the project, which includes 2 months of set-up and training, 3 months for conversion to new system, and 1-2 months of follow up and a rate of \$365 per hour for any services outside the scope of work

WHEREAS, the costs associated with the project are 100% reimbursable by the VAP program;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be hereby authorized to enter into an agreement with the National Council for Behavioral Health in the form as on file with the Clerk of the Board.

Dated: February 9, 2016

Alexander Stepanski Chairman
Health and Human Services Committee

RESOLUTION NO. PH-1

AUTHORIZING THE CHAIRMAN TO ENTER AN AGREEMENT WITH MADISON COUNTY RURAL HEALTH COUNCIL, INC.

WHEREAS, Madison County Public Health Department is mandated by NYSDOH to complete a Community Health Assessment in 2016; and

WHEREAS, the Madison County Rural Health Council, Inc. has the expertise to assist with this project; and

WHEREAS, the County will reimburse Madison County Rural Health Council, Inc. a maximum reimbursement of \$10,000; and

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

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter the agreement between Madison County Department of Health and Madison County Rural Health Council, Inc. effective January 25, 2016 through January 31, 2017, as is on file with the Clerk of the Board.

Dated: February 9, 2016

Alexander Stepanski, Chairman
Health and Human Services Committee

RESOLUTION NO. PH-2

**AUTHORIZING THE CHAIRMAN TO ENTER AN AGREEMENT WITH
UTICA COLLEGE**

WHEREAS, Madison County Public Health operates a Maternal Child Services Program, a Diagnostic and Treatment Center, Lead Poisoning Prevention Program, Preschool Program and Environmental Program; and

WHEREAS, Utica College maintains a School of Health Professions and Education and requires onsite training as part of their clinical studies; and

WHEREAS, the Madison County Health Department staff possess the professional expertise to provide such training; 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 Utica College effective January 13, 2016 through January 13, 2018, as is on file with the Clerk of the Board.

Dated: February 9, 2016

Alexander Stepanski, Chairman
Health and Human Services Committee

**Contract between Madison County and Central New York Society For The Prevention of
Cruelty to Animals**

THIS AGREEMENT, by and between Madison County, a municipality of the State of New York, with its principal offices located at 138 North Court Street, Building #4 Wampsville, NY 13163 (hereinafter referred to as the “County”) and **Central New York Society for the Prevention of Cruelty to Animals** (“Contractor” or “CNYSPCA”) with the office located at 5757 East Molloy Road, Dewitt, New York 13211.

WHEREAS, the County are in need of a contractor who may provide animal cruelty services and investigations in cases arising in Madison County

WHEREAS, it is the intention of the County to retain the CNYSPCA to provide animal cruelty services and investigations on an as-needed bases (hereinafter the “Project”)

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this agreement shall be effective January 1, 2016 and remain in effect through December 31, 2016.

2. SCOPE OF SERVICES:

The CNYSPCA shall:

- a. Promptly respond to, investigate violations and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York which are reported to the CNYSPCA and which are occurring within the boundaries of Madison County. Such services will include, as necessary, seizure of, removal and shelter of any animal found to be the subject of a violation of the above referenced law; and
- b. Work in conjunction with local police, the Madison County District Attorney’s Office in Madison County as is deemed necessary by the County.

3. FEE & PAYMENT:

- a. The compensation for the rendering of the CNYSPCA’s services shall be seventy five thousand dollars (\$75,000.00) for the term of this Agreement. Payments under this Agreement shall be made quarterly in amounts of eighteen thousand seven hundred and fifty dollars (\$18,750).
- b. On a quarterly basis, the CNYSPCA shall submit a Madison County voucher to the Agency, containing the contract number, contract name, and accompanied by a separate statement of services rendered and mileage log.

- c. The County shall pay for claimed services when required documentation, as defined herein has been approved by the County.

4. INDEMNIFICATION:

- a. The CNYSPCA agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CNYSPCA and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CNYSPCA or failure on the part of the CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.
- b. The CNYSPCA agrees to make no claim for damages for delay occasioned by an act or omission of the County.

5. EXCLUSIVITY:

- a. Both the County and the CNYSPCA retain the right to contract with other independent service providers for such services, which the same or similar to those are provided by the CNYSPCA under the terms of this Agreement.
- b. The CNYSPCA retains the right to provide services directly or indirectly through contracts with another agency as long as those services do not cause a conflict of interest or breach of confidentiality to occur.

6. CNYSPCA STATUS:

- a. It is intended by both the CNYSPCA and the County that the CNYSPCA's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the CNYSPCA and the County. The CNYSPCA shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that she is an employee of Madison County.
- c. The County agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The CNYSPCA will indemnify,

defend and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

- d. The CNYSPCA understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the CNYSPCA.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges the CNYSPCA's independent Contractor status it is agreed that both the County and the CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACT:

The CNYSPCA may not assign the CNYSPCA's rights or obligations under this Agreement, or Subcontract with or employ another to provide the services described above, without the prior written consent of the County.

8. INSURANCE:

- a. The CNYSPCA shall maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate throughout the term of this Agreement. The CNYSPCA agrees to have the County named as an "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.
- b. This Agreement shall be void and of no effect unless each party and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law. Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

9. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the CNYSPCA defaults in the performance of any of the CNYSPCA's obligation under this Agreement, the County may terminate the Agreement effective upon written notice served at any time upon the CNYSPCA.
- b. Upon notice of termination, the CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the CNYSPCA shall immediately deliver to the County all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

10. LICENSES AND PERMITS:

Each party shall obtain at its own expense all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

11. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

MADISON COUNTY

BY: _____

DATE: _____

CNYSPCA

BY: _____
Paul Morgan, Executive Director

DATE: _____