AGENDA

HEALTH AND HUMAN SERVICES COMMITTEE

Monday, April 27, 2015; 10:30 a.m.
Supervisors Large Conference Room

I. Call Meeting to Order, 10:30
- A) Approve Minutes
  - 1) March 23, 2015

II. Youth Bureau, 10:30 – 10:35
- A) Resolutions:
  - 1) Entering into an agreement with the Canastota Public Library and modifying the 2015 adopted County budget
- B) Safe Harbor Funding

III. Veterans Agency, 10:35 – 10:40
- A) Monthly Stats & Activity Report

IV. Social Services, 10:40 – 10:45
- A) Expenditure and Caseload Report
- B) Resolution:
  - 1) Authorizing modification of the 2015 adopted budget

V. Mental Health, 10:45 – 10:55
- A) Accounts Receivable and Fiscal Report
- B) Resolutions:
  - 1) Authorizing the Community Services Board to sponsor an annual dinner meeting and awards ceremony
  - 2) Authorizing the Chairman to enter into an agreement for Mental Health consultation services
  - 3) Authorizing the Chairman to proclaim May as Mental Health month

VI. Public Health, 10:55 -11:00
- A) Resolutions:
  - 1) Authorizing the Chairman to enter into agreement with Solix

VII. Other Business

Next meeting: Monday, May 25, 2015, 10:30 a.m. – Supervisors Large Conference Room.

Adjournment

HEALTH AND HUMAN SERVICES COMMITTEE

Monday, March 23, 2015
Supervisors Large Conference Room

Committee Members Present
Alex Stepanski, Chairman, Town of Stockbridge
Lewis Carinci, Vice Chairman, City of Oneida
James Goldstein, Town of Lebanon (10:33am)
Joseph John Pinard, Town of Lenox
Paul Walrod, Town of Georgetown

Others Present
Mark Scimone, County Administrator
Joanne Eddy, Director, Youth Bureau
Donald Smith, Director, Veterans Agency
Michael Fitzgerald, Commissioner, Social Services
Teisha Cook, Director, Mental Health
Karolyn Sayles, Deputy Director of Administrative Services, Mental Health
Eric Faisst, Director, Public Health
Christine Coe, Executive Assistant to the County Administrator

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 February 23, 2015 meeting minutes. A motion to approve the minutes as written was made by Carinci, seconded by Pinard and carried unanimously.

Youth Bureau

Joanne Eddy presented the following resolutions to the Committee:

Entering into an Agreement with Community Action Program and Modifying the 2015 Adopted County Budget

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

Entering into Agreements for Youth Programming and Modifying the 2015 Adopted County Budget

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

Veterans Agency

Donald Smith provided a report of the Veterans' Service Agency's activities and statistics for February 2014. The VA's claims backlog is slowly improving and fully developed claims are going much quicker; however, the centralized scanning process is adding 30-60 days at the onset of wait times for newer claims.

Boys State Post packages were distributed and Posts will be conducting interviews to select 24 delegates. Don has been asked to be a counselor for Boys State again this year.

At the VA/CVSOA meeting on March 19th, the VA announced they will no longer look at assets on the mean test for VA healthcare, only income. Also, on March 24th, new forms and

procedures go into effect for notifying Intent to File a Claim, filing claims for specific disabilities, and initiating appeals.

Don Smith presented the following draft resolution to the Committee:

Designating Madison County, New York as a Purple Heart County

Discussion: Don stated that the cost to post signs that proclaim Madison County as a Purple Heart County (similar to the Buy Madison signs) would cost approximately $3,500 - $4,000. The expense to the County could be less if the signs are procured through the State prison system. Don will finalize the draft resolution for the May 14th Board of Supervisors meeting. A motion was made by Goldstein to approve the resolution, seconded by Carinci and carried unanimously.

Social Services

Commissioner Fitzgerald provided the expenditures and caseload report for February 2015. Mike stated that expenditures are good overall with the foster care line being slightly over budget, and caseloads are average.

Stating April 1st, Medicaid shares are going up $3,000 per week. There are approximately 9,000 individuals receiving Medicaid in Madison County.

Mike stated that he has completed the annual performance appraisals for management/ confidential staff in his department, and they are available for review. Draft copies of Social Service's 2014 Annual Report were provided to the Committee. The final report will be posted on the department's website.

Mike Fitzgerald presented the following resolutions to the Committee:

Authorizing the Chairman to renew an agreement with Dr. Scott Petosa of K.A.G. Consulting

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

Authorizing the Chairman to renew an agreement with Community Action Program, Inc.

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

Authorizing the Chairman to enter an agreement with Dr. Jennifer C. Genovese

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

Authorizing the Chairman to enter an agreement with Family Counseling Services in collaboration with Cortland County upon NYS OCFS Grant funding approval

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

Authorizing the modification of the 2015 adopted County budget

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

Authorizing attendance at an out-of-State conference

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

Mental Health

Teisha and Karolyn presented the following resolutions to the Committee:

Authorizing the Chairman to terminate the agreement with Lifespan N.P. Psychiatric Services, P.C.

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

Authorizing the Chairman to enter an agreement with American Recovery Systems-ARS, Inc.

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

Authorizing the Chairman to proclaim April as Alcohol Awareness Month.

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

Authorizing the Chairman to execute contract modifications and modifying the adopted County budget

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

Teisha informed the Committee that a resolution to enter an agreement with St. Joseph's Hospital for their tele-psychiatry services will be presented at the April Committee meeting. St. Joseph's Hospital is building capacity and is willing to grow with us for our lower need patients. There will be no administrative costs and the technology and nurse will be located within Mental Health.

Mental Health's 2014 financial information should be available next month.

Public Health

Eric Faisst presented the following resolutions to the Committee:

Authorizing the Chairman to change effective date of Resolution 31-15

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

Authorizing the Chairman to enter into agreements with Veterinarians for Rabies Clinic

Discussion: The Committee discussed the growing feral cat issue and the cost to spay/neuter, vaccinate and euthanize.

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

Authorizing the Chairman to enter into agreement with CNY Epidemiological Alliance

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

Abolishing a Public Health Technician and creating a Public Health Sanitarian

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

Public Health Department Charges

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

Budget modification

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

Discussion: Eric stated that the baseline study is the most critical component of the gas compressions station health study. While Public Health has $26,690 in their budget to start purchasing the environmental monitoring equipment for the project, approximately $60,000 more is needed to complete the baseline study before construction begins in September 2015. A grant is due on Friday that could replace the County's share. Eric will be looking for additional grants to help fund the annual testing thereafter. Representatives from the gas company are on Eric's project team to ensure we are kept informed of events scheduling (construction, blowdowns, etc.) so that we can coordinate monitoring. The project team will also keep Supervisors Dan Degear and Pete Walrod informed throughout the process.

A motion to amend the resolution to include funds from the County's contingency fund to cover the remaining baseline study costs was made by Pinard, seconded by Goldstein and carried unanimously.

Eric will work with the County Treasurer to modify the resolution so that it can go before the Finance, Ways and Means Committee and the Board of Supervisors.

Eric stated that the City of Oneida will be holding a public hearing tonight on fluoridating the city water supply. Board of Health member Dr. Samuel Barr will speak as a proponent of fluoridation and Dr. Paul Connett will share his with opposing viewpoints.

Motion to Adjourn

There being no further business to discuss, a motion to adjourn the meeting was made by Walrod at 11:53 a.m., seconded by Carinci and carried.

Next meeting: April 27, 2015 at 10:30 p.m. in the Supervisors' large conference room.

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

	MARCH 2019 NET EXPENDITURES	YTD NET EXPENDITURES	BUDGET EXPENSE AMOUNT	PERCENTAGE SPENT/RECEIVED
GEN ADM - SALARIES	$ 374,625.56	$ 1,136,090.90	$ 5,111,690	22.23%
GEN ADM - EQUIPMENT	$ 2,083.33	$ 8,333.32	$ 251,065	3.32%
GEN ADM - CONTRACTUAL	$ 152,838.10	$ 249,417.61	$ 1,548,015	16.11%
GEN ADM - FRINGE BENEFITS	$ 162,311.96	$ 482,861.62	$ 2,968,040	16.27%
GEN ADM - MLR	$ 15,200.00	$ 45,600.00	$ 182,400.00	25.00%
GEN ADM - A-87	$ 51,000.00	$ 153,000.00	$ 612,000.00	25.00%
REIMB SCH SERV COOR	$ (9,589.21)	$ (9,589.21)	$ (9,398.00)	102.03%
INTERFUND-LANDFILL WORK CREW	$ -	$ -	$ (33,572.00)	0.00%
CHILD SUPPORT PROCESSING	$ -	$ -	$ (600.00)	0.00%
INCENTIVES	$ (3,026.30)	$ (9,143.84)	$ (35,779.00)	25.56%
	$ -	$ -		
CCBG	$ 33,354.59	$ 93,864.37	$ 499,375.00	18.80%
CCBG - 75%	$ 5,822.97	$ 15,080.69	$ 97,534.00	15.46%
TITLE XX	$ 16,214.31	$ 56,573.87	$ 306,675.00	18.45%
DOMESTIC VIOLENCE	$ 14,543.58	$ 43,630.74	$ 174,523.00	25.00%
FAMILY UNIFICATION	$ 24,345.64	$ 79,055.98	$ 391,691.00	20.18%
STSJP	$ -	$ -	$ 13,214.00	0.00%
DCIS	$ 8,182.69	$ 26,139.91	$ 118,922.00	21.98%
MMIS	$ 1,015,212.00	$ 2,634,676.00	$ 11,126,596.00	23.68%
MA	$ (20,546.15)	$ (82,374.54)	$ (170,000.00)	48.46%
FAMILY ASSISTANCE	$ 107,181.55	$ 310,030.45	$ 1,346,000.00	23.03%
FAMILY ASSISTANCE - DISREGARDS	$ (162.70)	$ 571.73	$ -	#DIV/0!
EAF-FOSTER CARE	$ 28,473.13	$ 83,356.03	$ 520,166.00	16.02%
EAF-SERVICES	$ 18,418.91	$ 62,967.14	$ 158,687.00	39.68%
EAF	$ 2,141.33	$ 12,114.31	$ 160,000.00	7.57%
EAF JD/PINS	$ 35,129.60	$ 140,479.87	$ 171,029.00	82.14%
TANF NONSEC DET PREV	$ -	$ -	$ 2,500.00	0.00%
FOSTER CARE	$ 144,737.22	$ 501,313.74	$ 2,071,628.00	24.20%
FOSTER CARE - IND LVG	$ (13.00)	$ 607.15	$ 16,267.00	3.73%
JD/PINS	$ 122,866.05	$ 318,652.83	$ 1,560,872.00	20.42%
DFY-14	$ 5,935.55	$ 17,274.13	$ 90,055.00	19.18%
JD - IND LVG	$ 287.28	$ 709.32	$ 4,539.00	15.63%
SAFETY NET	$ 99,704.97	$ 254,617.64	$ 1,166,000.00	21.84%
HEAP - PA	$ -	$ (12,943.48)	$ -	#DIV/0!
HEAP -NPA	$ (2,618.34)	$ (10,803.20)	$ -	#DIV/0!
	$ -			
HEAP - EMERGENCY	$ (348.61)	$ (837.83)	$ -	#DIV/0!
EAA	$ 35.00	$ 7,235.25	$ 35,000.00	20.67%
BURIALS	$ 11,628.39	$ 25,702.36	$ 174,000.00	14.77%
TOTAL	$ 2,415,967.40	$ 6,634,264.86	$ 30,629,134.00	21.66%

SNAP - PA	$ 58,383.00	$ 180,766.00	$ 725,004.00	24.93%
SNAP - NPA	$ 985,045.00	$ 2,966,803.00	$ 12,404,532.00	23.92%

CHILD SUPPORT - CURRENT ASSISTANCE	$ 21,364.42	$ 49,219.43	$ 203,196.00	24.22%
CHILD SUPPORT - FORMER ASSISTANCE	$ 110,478.63	$ 241,811.82	$ 887,424.00	27.25%
CHILD SUPPORT - NEVER ASSISTANCE	$ 407,313.95	$ 1,160,111.77	$ 4,648,932.00	24.95%

UNRECONCILED

BUDGET	$ 30,653,220.00
MLR	$ 182,400.00
A-87	$ 612,000.00
TOTAL	$ 31,447,620.00
LESS REFUNDS	$ 818,486.00
TOTAL	$ 30,629,134.00

	CASELOAD MARCH 2014		CASELOAD FEBRUARY 2015		CASELOAD MARCH 2015
SUMMARY OF CASES					
MA & MPE	4,837		4,693		4,649
FAMILY HEALTH PLUS	665		0		0
SSI	1,531		1,487		1,496
TOTAL MEDICIAD CASES	7,033		6,180		6,145
FAMILY ASSISTANCE	184		180		186
EMERGENCY AID TO FAMILIES	11		5		2
SAFTEY NET	172		177		195
EMERGENCY AID TO ADULTS	1		1		1
TOTAL PUBLIC ASSISTANCE CASES	368		363		384
SNAP - PA	202		197		193
SNAP - NPA	4,236		4,133		4,157
TOTAL SNAP CASES	4,438		4,330		4,350
BURIALS	6		1		6
CHILD SUPPORT - CURRENT ASSISTANCE	439		419		424
CHILD SUPPORT - FORMER ASSISTANCE	953		1,004		997
CHILD SUPPORT - NEVER ASSISTANCE	1,698		1,622		1,630
CHILD SUPPORT - TOTAL	3,090		3,045		3,051
SUMMARY OF CHILDREN					
CCBG - 100%	87		90		100
CCBG - 75%	16		12		14
TOTAL	103		102		114
EAF-FOSTER CARE - FOSTER HOMES	11		7		10
EAF- FOSTER HOMES - HIGHER LEVEL	7		5		5
EAF JD/PINS - FOSTER HOMES	0		0		0
EAF JD/PINS - HIGHER LEVEL	2		4		3
FOSTER CARE - FOSTER HOMES	16		16		17
FOSTER CARE - HIGHER LEVEL	9		7		6
FOSTER CARE - JD/PINS	0		0		0
FOSTER CARE - ADOPTION	81		92		91
JD/PINS - FOSTER HOMES	0		0		0
JD/PINS - HIGHER LEVEL	11		10		11
DFY	2		2		2
CHILDREN NOT IN FOSTER CARE	383		384		386
TOTAL NUMBER OF CHILDREN SERVED	522		527		531
CPS REFERRALS	86		58		93
FAR REFERRALS	58		46		44

RESOLUTION NO. DSS-1

AUTHORIZING THE MODIFICATION OF THE 2015 ADOPTED BUDGET

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

General Fund			
6109 TANF Aid to Dependent Children		From	To
Expense			
A610960 541084	EAF Foster Care	$ 524,666	$ 424,666
A610960 541130	EAF FC JD PINS	$ 171,029	$ 371,029
6123 Juvenile Delinquency			
Expense			
A612360 541109	Juvenile Delinquent	$ 1,675,927	$ 1,575,927
	Control Totals	$ 2,371,622	$ 2,371,622

DATED: May 12, 2015

Alexander R. Stepanski, Chairman
Social and Mental Health Services Committee

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

MENTAL HEALTH - ACCOUNTS RECEIVABLE - DECEMBER 2014						
		CLINIC		ADMIN		TOTALS
DESCRIPTION						
MEDICAID		67,990.00				**67,990.00**
PI MEDICAID		111,754.00				**111,754.00**
MEDICARE		17,272.00				**17,272.00**
INSURANCE		30,373.00				**30,373.00**
CLIENT SELF PAY		39,364.00				**39,364.00**
FEDERAL MED. SALARY				108,632.00		**108,632.00**
OPWDD				46,718.00		**46,718.00**
OASAS				13,769.00		**13,769.00**
OMH		22,328.00		80.00		**22,408.00**
MEDICAID PRESCRIPTION		4,714.87				**4,714.87**
GRAND TOTALS		**293,795.87**		**169,199.00**		**462,994.87**

MENTAL HEALTH DEPARTMENT PRELIMINARY FISCAL REPORT - DECEMBER 2014

	REVENUE	2014 Y-T-D BUDGET	2014 Y-T-D ACTUAL	2013 Y-T-D ACTUAL	2014 ANNUAL BUDGET	Y-T-D % REC'D /USED
1	MENTAL HEALTH FEES	3,245,845	2,679,154	2,104,652	3,245,845	83%
2	MEDICAID REIMB PRECRIPTIONS	37,800	24,417	15,962	37,800	65%
3	BOCES	-	-	5,040	-	N/A
4	HEADSTART	-	-	5,355	-	N/A
5	CHITTENANGO	14,420	5,645	11,330	14,420	39%
6	INTERFUND REV - POLYGRAPH	9,000	6,750	5,750	9,000	75%
7	PRIOR YEAR REFUND	-	1,620	120	-	N/A
8	OPW	46,718	46,718	44,786	46,718	100%
9	OASAS	13,769	13,769	13,769	13,769	100%
10	OMH	22,408	22,408	-	22,408	100%
11	FEDERAL MEDICAID SALARY	271,027	108,632	281,894	271,027	40%
	TOTAL	**3,660,987**	**2,909,113**	**2,488,658**	**3,660,987**	**79%**

	EXPENDITURES					
12	PERSONAL SERVICES	1,643,312	1,420,392	1,720,915	1,643,312	86%
13	DUES	2,690	2,756	2,690	2,690	102%
14	BOOKS & PERIODICALS	1,525	975	1,521	1,525	64%
15	EQUIPMENT	2,288	791	730	2,288	35%
16	SOFTWARE	52,500	50,768	49,224	52,500	97%
17	ONBASE SOFTWARE MAINTEN	-	-	5,587	-	N/A
18	BOARD EXPENSE	3,500	1,132	1,284	3,500	32%
19	*MAINTENANCE IN LIEU OF RENT	53,100	43,119	36,085	53,100	81%
20	COPS RECOVERY	-	-	341,538	-	N/A
21	TRAVEL	1,540	789	1,341	1,540	51%
22	CONFERENCE	1,600	348	557	1,600	22%
23	TRAINING	2,700	2,094	750	2,700	78%
24	ADVERTISING	1,250	264	-	1,250	21%
25	MISC. CONSULTING SERVICE	15,000	10,459	7,682	15,000	70%
26	CORPORATE COMPLIANCE	-	-	440	-	N/A
27	SOFTWARE MAINTENANCE	26,928	20,304	18,714	20,335	75%
28	AUDITING FEE	5,100	5,000	5,000	5,100	98%
29	TRANSCRIPTION	22,075	22,024	22,021	22,075	100%
30	MEDICAL & PSYCHIATRIC	640,690	600,873	514,695	640,690	94%
31	STATE CRISIS LINE	3,350	3,179	4,312	3,350	95%
32	PSYCHOLOGICAL TESTING	500	-	880	500	0%
33	GROUP THERAPY SUPPLIES	1,500	667	177	1,500	44%
34	EDUCATIONAL SUPPLIES	500	177	-	500	35%
35	PROFESSIONAL LIABILITY INSURANCE	5,842	11,855	8,915	5,842	203%
36	PRESCRIPTIONS	1,500	234	359	1,500	16%
37	MEDICAID REIMB PRECRIPTIONS	37,800	33,129	18,347	37,800	88%
38	EXAMINATIONS	3,500	2,435	360	3,500	70%
39	POLYGRAPH TESTING	9,000	6,750	5,750	9,000	75%
40	CLERICAL & OFFICE ASSISTANCE	2,600	-	-	2,600	0%
41	OTHER CLIENT TRANSPORTATION	2,000	919	489	2,000	46%
42	EQUIPMENT REPAIR	730	-	-	730	0%
43	PHOTO COPY USAGE/LEASE	6,272	7,526	4,778	6,272	120%
44	CENTRAL POSTAGE	4,045	4,215	5,692	4,045	104%
45	CENTRAL PRINTING	13,655	5,502	11,117	13,655	40%
46	OFFICE SUPPLY	7,780	4,772	4,376	7,780	61%
47	CENTRAL TELEPHONE	6,615	8,119	9,578	6,615	123%
48	CELL PHONES/PAGERS	1,500	372	510	1,500	25%
49	CENTRAL GARAGE	-			-	N/A
50	*CENTRAL SECURITY	23,460	20,997	15,283	23,460	90%
51	*SPECIAL SECURITY DETAIL	14,045	13,165	9,022	14,045	94%
52	FRINGE BENEFITS	442,897	407,267	462,105	442,897	92%
53	HEALTH INSURANCE	445,694	412,629	346,839	445,694	93%
54	**TOTAL**	**3,503,990**	**3,125,997**	**3,639,663**	**3,503,990**	**89%**
55	**SURPLUS/DEFICIT**	**156,997**	**(216,884)**	**(1,151,005)**	**156,997**	**-138%**
56	**COUNTY SHARE**	-	**216,884**	**1,151,005**	-	**N/A**

*EFFECTED BY THE ADAPT PROGRAM

CLINIC
FISCAL REPORT
DECEMBER 2014

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	Y-T-D BUDGET	Y-T-D ACTUAL	% REC'D/ USED
EXPENSES					
A4308.1	Personal Services	1,341,830	1,341,830	1,093,169	81%
A4308.4005	Books & Periodicals	1,225	1,225	779	64%
A4308.4037	Maintenance in Lieu of Rent	37,806	37,806	30,615	81%
A4308.41	Travel Expense	800	800	229	29%
A4308.411	Travel - Conf & Seminar	1,050	1,050	-	0%
A4308.4110	Training	2,100	2,100	1,459	69%
A4308.4130	Advertising	1,000	1,000	264	26%
A4308.4200	Misc. Consulting	5,000	5,000	2,631	53%
A4308.4226	Transcription Expense	22,075	22,075	22,024	100%
A4308.4227	Med & Psychiatric Services	640,690	640,690	600,873	94%
A4308.4273	State Crisis Line Expense	3,350	3,350	3,179	95%
A4308.42910	Psychological Testing	500	500	-	0%
A4308.42911	Group Therapy Supplies	1,500	1,500	667	44%
A4308.4297	Educational Supplies	500	500	177	35%
A4308.4301	Professional Liability Ins.	5,842	5,842	11,855	203%
A4308.450	Prescriptions	1,500	1,500	234	16%
A4308.4501	Medicaid Reimb Prescriptions	37,800	37,800	33,129	88%
A4308.4507	Examinations	3,500	3,500	2,435	70%
A4308.463	Polygraph testing	9,000	9,000	6,750	75%
A4308.471	Clerical & Office Assistance	2,600	2,600	-	0%
A4308.4723	Other Client Transportation	2,000	2,000	919	46%
A4308.488	Office Equpt Repair	505	505	-	0%
A4308.489	Photo Copy Usage	3,000	3,000	4,240	141%
A4308.490	Central Postage	1,000	1,000	1,148	115%
A4308.491	Central Printing	9,905	9,905	3,882	39%
A4308.4911	Office Supply	4,500	4,500	3,355	75%
A4308.492	Central Telephone	4,665	4,665	5,255	113%
A4308.494	Central Security	23,460	23,460	20,997	90%
A4308.4941	Special Security Detail	14,045	14,045	13,165	94%
A4308.810	Allocation Fringe Benefits	361,855	361,855	318,046	88%
A4308.811	Allocation Health Insurance	352,120	352,120	291,431	83%
A4308.4997	ADMIN ALLOCATION	259,448	259,448	241,176	93%
	TOTAL EXPENSES	**3,156,171**	**3,156,171**	**2,714,083**	**86%**
INCOME					
A1620.12	Mental Health Fees	3,245,845	3,245,845	2,679,154	83%
A1620.122	Medicaid Reimb Prescriptions	37,800	37,800	24,417	65%
A2280.1016	Chittenango	14,420	14,420	5,645	39%
A2801.7030	Polygraph Testing	9,000	9,000	6,750	75%
A4488.4020	Federal Medicaid Salary	162,395	162,395	-	0%
	TOTAL INCOME	**3,469,460**	**3,469,460**	**2,715,966**	**78%**
	Surplus/Deficit	**313,289**	**313,289**	**1,883**	**1%**

ADMINISTRATION/LGU
FISCAL REPORT
DECEMBER 2014

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	Y-T-D BUDGET	Y-T-D ACTUAL	% REC'D/ USED
EXPENSES					
A4310.1	Personal Services	301,482	301,482	327,223	109%
A4310.4001	Association Dues	2,690	2,690	2,756	102%
A4310.4005	Books & Periodicals	300	300	196	65%
A4310.40101	Misc Equipt	2,288	2,288	791	35%
A4310.40102	Software	52,500	52,500	50,768	97%
A4310.4035	MH Board Expense	3,500	3,500	1,132	32%
A4310.4037	Maintenance in Lieu of Rent	15,294	15,294	12,505	82%
A4310.41	Travel Expense	740	740	560	76%
A4310.411	Travel - Conf & Seminar	550	550	348	63%
A4310.4110	Training	600	600	635	106%
A4310.4130	Advertising	250	250	-	0%
A4310.4200	Misc. Consultant	10,000	10,000	7,828	78%
A4310.4207	Software Maintenance	26,928	26,928	20,304	75%
A4310.4216	Mental Health Consultant	5,100	5,100	5,000	98%
A4310.488	Office Equipt Repair	225	225	-	0%
A4310.489	Photo Copy Usage	3,272	3,272	3,285	100%
A4310.490	Central Postage	3,045	3,045	3,067	101%
A4310.491	Central Printing	3,750	3,750	1,620	43%
A4310.4911	Office Supply	3,280	3,280	1,417	43%
A4310.492	Central Telephone	1,950	1,950	2,864	147%
A4310.4921	Cell Phones	1,500	1,500	372	25%
A4310.810	Allocation of Fringe Benefits	81,042	81,042	89,221	110%
A4310.811	Employee Health Insurance	93,574	93,574	121,198	130%
A4310.4997	Allocation of Administrative Exp	(259,448)	(259,448)	(241,176)	93%
	TOTAL EXPENSES	**354,412**	**354,412**	**411,914**	**116%**
INCOME					
A2701.5040	PRIOR YEAR	-	-	1,620	N/A
A3490.2028	OPWDD	46,718	46,718	46,718	100%
A3490.2029	OASAS	13,769	13,769	13,769	100%
A3490.2000	OMH	22,408	22,408	22,408	100%
A4488.4010	Federal Salary Sharing	108,632	108,632	108,632	100%
	TOTAL INCOME	**191,527**	**191,527**	**193,147**	**101%**
	Surplus/Deficit	**(162,885)**	**(162,885)**	**(218,767)**	**134%**

RESOLUTION NO. MH-1

AUTHORIZING THE COMMUNITY SERVICES BOARD TO SPONSOR AN ANNUAL DINNER MEETING AND AWARDS CEREMONY

WHEREAS, for over 45 years, Madison County has made a commitment to community-based systems of mental health care in which all residents can receive high-quality and consumer-responsive services; and

WHEREAS, under Article 41 of the New York State Mental Hygiene Law, the Madison County Board of Supervisors created the Community Services Board to oversee services to the mentally ill, the developmentally disabled, and those suffering from alcoholism and substance abuse; and

WHEREAS, since 1990 the Community Services Board has exercised its responsibility for promoting community and public understanding of mental disabilities and advocating for the cooperation with other human service agencies in advancing the provision of services by inviting representatives from county public and private agencies, certain elected officials, and other guests to participate in the Annual Dinner Meeting and Awards Ceremony; and

WHEREAS, at this event community volunteers and/or community professionals are recognized for their contributions in the service areas of Alcoholism and Substance Abuse, Mental Health, Developmental Disabilities, and Consumer Advocacy; and

WHEREAS, that the Madison County Board of Supervisors authorizes the Community Services Board to hold its Annual Dinner Meeting and Awards Ceremony at Colgate Inn, Hamilton, New York and purchase plaques and mementos from Malones Service, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that payment for the dinner, plaques and mementos shall be approved from the appropriate line item - Mental Health Administration – Mental Health Board Expense, A431040 540330 in the Mental Health Department 2015 budget with the cost of the dinner not to exceed $ 800.00 and the plaques and mementos not to exceed $ 300.00.

DATED: May 12, 2015

Alexander Stepanksi, Chairman
Health & Human Services Committee

RESOLUTION # MH-2

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT FOR MENTAL HEALTH CONSULTATION SERVICES

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

WHEREAS, from time to time, these services need to be provided on a part-time contractual basis; and

WHEREAS, the 2015 Mental Health budget provides funds for the provision of mental health consultation services;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be hereby authorized to enter into an agreement, a copy of which is on file with the Clerk of the Board of Supervisors, with Lisa Bowman, LCSW, for the provision mental health consultation to the Mental Health Department at an hourly rate of $40.00 for services, said rate to be effective May 1, 2015 through December 31, 2015.

Dated: May 12, 2015

Alexander Stepanski Chairman
Health and Human Services Committee

RESOLUTION NO. MH-3

AUTHORIZING THE CHAIRMAN OF THE BOARD TO PROCLAIM MAY AS MENTAL HEALTH MONTH

WHEREAS, one in four Americans adults experience a mental illness at some point in their lifetime; and

WHEREAS, one in ten Americans children experience mental illness in childhood; and

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, for 49 years, Madison County has made a commitment to community-based systems of mental health care in which all residents can receive high-quality and consumer-responsive services; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be and is hereby authorized to proclaim May 2015 - Mental Health Month in Madison County; and

BE IT FURTHER RESOLVED, that the Board of Supervisors calls upon all Madison County citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

DATED: May 12, 2015

_____

Alexander Stepanski, Chairman
Health & Human Services Committee

RESOLUTION NO. PH-1

AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENT WITH SOLIX

WHEREAS, Madison County has telecommunication operations for health care facilities; and

WHEREAS, Solix has the expertise to process a Universal Service Administration Company (USAC) application on behalf of Madison County that could result in cost savings; and

WHEREAS, the County will reimburse Solix 23% of the total funds, credits and other amounts awarded to the County in a Funding Commitment Letter or any other written communication from or on behalf of USAC;

THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter an agreement with Solix effective May 12, 2015 through September 1, 2018, as is on file with the Clerk of the Board.

DATED: May 12, 2015

_____
Alexander Stepanski, Chairman
Health and Human Services Committee

AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, 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, Solix, Inc. ("**Solix**"), a Delaware corporation, with principal offices at 30 Lanidex Plaza West, Parsippany, NJ 07054-0685 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 May 12, 2015 through September 1, 2018 and may be renewed for successive one year periods unless terminated as herein provided. This contract may be terminated without cause by either party hereto at any time upon sixty (60) days written notice of the intention to so terminate. Notwithstanding the foregoing stated Term, either party may terminate this Agreement if the other party fails to perform any of its materials obligations under this Agreement and such failure continues for thirty (30) days after such party's delivery of written notice to the other party of such failure. The County reserves the right to terminate this Agreement for cause at any time.

(b) In the event of termination, each party shall promptly return or destroy all Confidential Information (as defined below) of the other party and, upon the other party's request, provide certification of such return or destruction signed by an executive officer of the party destroying or returning the Confidential Information.

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 County Public Health Director or his/her designee. Madison County agrees to cooperate with Solix in all matters relating to the Services, including, without limitation, (a) responding promptly to any Solix request to provide information, approvals, authorizations, or decisions that are reasonably necessary for Solix to perform the Services; and (b) providing to Solix any information reasonably requested by Solix in order to carry out the Services. Madison County acknowledges and agrees that Solix's ability to perform and complete the Services is heavily dependent on Madison County's performance of its obligations under this Agreement. Accordingly, if Solix's performance under this Agreement is prevented or delayed by any act, omission, or failure of Madison County, Solix shall not be in breach or default of its obligations under this Agreement, and Madison County shall be solely responsible for any additional costs or expenses incurred by Solix as a result of any such act, omission, or failure.

3) **COMPENSATION:** The County hereby agrees to pay the Contractor as follows:

In consideration of the Services to be performed by Solix hereunder, the County shall pay, for a Three (3) year term, 23% of the total dollar amount of funds, credits, and other amounts awarded to the County in a Funding Commitment Letter or any other written communication from or on behalf of Universal Service Administration Company ("**USAC**") (or any successor to USAC) relating to the Services (such letter is often referred to, and shall hereinafter be referred to, as a "**Funding Commitment Letter**" or FCL).

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim formsand corresponding Funding Commitment Letter to which such payment relates (the "**FCL Date**"), together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.

5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the County of Madison, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

6. **CONFIDENTIALITY**: Each party agrees to hold all documents, information, data, and other materials (including the content of this Agreement) provided to the other party pursuant to this Agreement ("**Confidential Information**") in the strictest of confidence. Neither party shall: (1) use the Confidential Information except as required or permitted pursuant to this Agreement, or (2) except as required by law, disclose any Confidential Information of the other party to any person other than its officers, employees, agents and contractors who have an absolute need to know such Confidential Information and who have agreed to maintain Confidential Information of third parties in confidence. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by any party of a non-disclosure agreement or other similar legal restriction; (b) is received by the receiving party from a third party free to lawfully disclose such information; (c) was in the receiving party's lawful possession prior to receipt from the disclosing party; (d) is independently developed by the receiving party without the benefit of any of the Confidential Information of the disclosing party; or (e) is approved for release by the written agreement of the disclosing party. To the extent

that a receiving party becomes legally compelled to disclose any Confidential Information, the receiving party shall provide: (i) prompt written notice of such requirement to the disclosing party so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitation or disclosure. If, after providing such notice and assistance as required herein, the receiving party remains required by law to disclose any Confidential Information, the receiving party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving party's legal counsel, the receiving party is legally required to disclose and, upon the disclosing party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

7) **HOLD HARMLESS:** To the fullest extent permitted by law, the each party shall defend, indemnify and hold harmless the other party, 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 acts or omissions which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of such party, directly or indirectly, and/or by such party's agents, servants, employees, subcontractors and/or any person or entity employed by such party or for whose conduct or action such party may be found or held liable, directly or indirectly. 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, each party agrees to indemnify the other party 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 the other party the fullest possible protection and indemnity. In the event that a party shall fail or refuse to defend, hold harmless and/or indemnify the the other party against any such claim, loss, damage, judgment, settlement or action, such party shall be liable to the other party for all expense, expenditure and cost incurred or to be incurred by the other party in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the other party, including all attorney's fees, incurred by the other party pursuing claim or suit or action against or recovering fees costs and expense from such party.

8) **INSURANCE:** Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

(a) Workers Compensation Insurance with statutory limits and employers liability coverage of not less than $500,000.

(b) Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, which insurance shall cover the following:

1. Premises and operations liability
2. Contractual liability
3. Products/complete operations
4. Personal & advertising injury

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

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

(e) Disability Benefits-New York State Statutory Requirements.

(f) Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed the property of County, State or Federal government.

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.

The required insurance policies shall be endorsed to include Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Madison County Health Department, located at 138 N Court St (Building 5), Wampsville, NY 13163, thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "VII" or higher as to financial rating and "A-" as to policyholder rating. The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

9) **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.

10) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

11) **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.

12) **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.

13) **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.

14) **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.

15) **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.

16) **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.

Exclusion Screening Statement for contracts:
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, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

17) **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.

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

COUNTY OF MADISON

DATED: _____

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

DATED: 4/15/15

By: _____
James J. McCarthy
VP Sales & Marketing

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____day of _____, 201__, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

_____
Notary

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

On the 15 day of April, 2015, before me, the undersigned, personally appeared James J. McCarthy, 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 Jersey
Appointed in Morris County
My Commission Expires :

Notary
Exp: 11-15-16

SCHEDULE A
SCOPE OF SERVICES

Solix will administer the application process for the Federal Universal Service Program for Health Care facilities. Solix will perform its obligations as set forth in the following:

Initial one-time operation performed by Solix:

1. Assist the healthcare Provider in securing Primary access to USAC's "My Portal" website.
2. Develop Third Party Authorization form for County approval to allow Solix to complete necessary forms on behalf of the County.
3. Determine eligibility of healthcare facilities associated with the County.

For the Telecommunications Fund, Solix will:

1. Submit a Form 465 for posting on the USAC website.
2. Coordinate a review of all bids received from the posting of Form 465.
3. Based on bid review and selection of service provider by the County, Solix will complete and submit Form 466.
4. Solix will submit Form 467 based upon actual start date of the service.
5. The County will receive credit from their service provider.

For the Healthcare Connect Fund, Solix will:

1. Submit a Form 460/461 for posting on the USAC website.
2. Coordinate a review of all bids received from the posting of Form 461.
3. Based on bid review and selection of service provider by the County, Solix will complete and submit Form 462.
4. Upon award, The County will be responsible for its portion of the cost of the service.
5. Solix will coordinate submission of Form 463.
6. Service provider will receive credit from USAC for the balance of the cost of such service.

Note: Solix's performance of the services detailed above is contingent upon the County providing to Solix all necessary data and information within the required format and timeframes.

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

VP Sales & Marketing
Title

Solix, Inc.
Company Name

Sworn to before me this
15 day of April, 2015

Notary Public
EXP: 11-15-16