



# Health & Human Services Committee

## Committee Meeting

60 Central Ave.  
Cortland, NY 13045  
<http://www.cortland-co.org>

### ~ Agenda ~

Thursday, January 11, 2018

10:00 AM

Room 304

### Call to Order

| Attendee Name                           | Present                  | Absent                   | Late                     | Arrived |
|---|--------------------------|--------------------------|--------------------------|---------|
| Board Member Donnell Boyden             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Board Member Sandra Price               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Chair Mary Ann Discenza                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Board Member Christopher Newell         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Board Member Ronald J. VanDee           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Board Member Ann Homer                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Board Member Kelly L. Fairchild-Preston | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Board Member Michael K. Barylski        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |

### Minutes Approval

1. Health & Human Services Committee - Committee Meeting - Dec 7, 2017 9:00 AM

### Presentation

### Resolutions

### Health Department

### ON MOTION OF DISCENZA

### AGENDA ITEM NO. 1

#### Renew Independent Contractor Agreement - Mental Health

WHEREAS, there is a need to hire a consultant to provide necessary psychiatric assessment and prescribing services to the Mental Health Department during the search for a full-time Mental Health Practitioner, AND

WHEREAS, the consultant will provide up to twenty (20) hours of service per week for an initial period of thirty (30) days, with the option to extend the agreement by mutual agreement of the COUNTY and the CONTRACTOR for two (2) week intervals for up to a total of ten (10) weeks, AND

WHEREAS, the consultant will be paid as an Independent Contractor at an hourly rate of \$125/HR, utilizing the resources currently budgeted for the vacant Mental Health Practitioner Position, AND

WHEREAS, the 2018 County Budget shall be amended as follows:

|   |           |
|---|-----------|
| Increase Revenue: A43105 54055 4200 (Professional Services) | +\$25,000 |
| Decrease Revenue: A43105 51005 4200 (MH Clinic Salaries)    | -\$25,000 |

, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney, is hereby authorized to execute an independent contractor agreement for mental health services with Jane Prendergast, PNP.

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 2**

**Re-Appoint Member Cortland County Board of Health (Cindy Johnson, M.D.)**

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 3**

**Authorize Agreement/Accept Funds Health Department/Nursing Clinic (Immunization Action Plan Grant)**

WHEREAS, the New York State Dept. of Health has awarded the Cortland County Health Dept. \$150,000 for the period of 4/1/18-3/31/23 for funding for the Immunization Action Plan Program, with \$30,000 being awarded each year of the grant, AND

WHEREAS, these funds will be used to improve immunization levels of people in Cortland County, AND

WHEREAS, funds in the 2018 County Budget will need to be amended as follows:

Increase Expenditure:

|                    |                   |              |                          |
|--------------------|-------------------|--------------|--------------------------|
| A40115.51005.18IAP | Personal Services | Current: \$0 | Increase: \$18,780       |
| A40115.58020.18IAP | Retirement        | Current: \$0 | Increase: \$3,005        |
| A40115.58030.18IAP | FICA              | Current: \$0 | Increase: \$1,437        |
| A40115.58060.18IAP | Health Insurance  | Current: \$0 | Increase: <u>\$6,778</u> |
|                    |                   |              | \$30,000                 |

Decrease Expenditure:

|                                     |                    |                            |                    |
|-------------------------------------|--------------------|----------------------------|--------------------|
| A40115.51005.4037 Personal Services | Current: \$295,950 | Decrease: (\$18,780)       | Balance: \$277,170 |
| A40115.58020.4037 Retirement        | Current: \$48,620  | Decrease: (\$3,005)        | Balance: \$45,615  |
| A40115.58030.4037 FICA              | Current: \$23,246  | Decrease: (\$1,437)        | Balance: \$21,809  |
| A40115.58060.4037 Health Insurance  | Current: \$61,184  | Decrease: <u>(\$6,778)</u> | Balance: \$54,406  |
|                                     |                    |                            | (\$30,000)         |

, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the County Legislature and the Public Health Director or Designee, upon review and approval by the County Attorney or designee, are hereby authorized and directed to sign an agreement with New York State Dept. of Health to accept these funds.

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 4**

**Authorize 2018 Contract - Cortland County District Attorney - (Office of Children and Family Services) - (Child Advocacy Center)**

WHEREAS, a Child Advocacy Center (“CAC”) has been created in Cortland County to facilitate the most efficient and effective handling of cases involving child victims of sexual and other abuse, which program is funded by New York State grants through the NYS Office of Children and Family Services (“OCFS”), AND

WHEREAS, the said NYS grants will henceforth be received by Cortland County on behalf of the District Attorney of Cortland County (“DA”), by contract with OCFS assigning the DA as the lead agency with authority and responsibility to administer grant funds, which OCFS advises will total \$130,911 for the OCFS fiscal year 2018, to pay the expenses of running the CAC, NOW THEREFORE

BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an agreement for the time period of February 1, 2018 through January 31, 2019 with OCFS, and the DA be and hereby is authorized to administer funds received from OCFS for the CAC, in an amount not to exceed \$130,911.

**Mental Health**

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 5**

**Authorize Mental Health Practitioner Recruiting Agreement - Mental Health**

WHEREAS, Cortland County has thus far been unable to recruit a New York State licensed, and Nationally Certified Psychaitric Nurse Practitioner to fill the Mental Health Practitioner Position, AND

WHEREAS, the position is critically needed to provide appropriate patient care, and to meet 2018 projected revenue targets for the Mental Health Clinic, AND

WHEREAS, Medical staff recruiting organizations specializing in behavioral health providers have been identified, AND

WHEREAS, Cortland County would incur costs only if we hire a candidate provided by one of the recruiting agencies, AND

WHEREAS, the fee for hiring a candidate provided directly from the recruiting agency would be up to \$12,000, AND

WHEREAS, the 2018 County Budget shall be amended as follows:

|   |          |
|---|----------|
| Increase Expense: A43105 54055 4200 (Professional Services)   | \$12,000 |
| Increase Revenue: A431044 44490 4200 (Federal Salary Sharing) | \$12,000 |

, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney or their designee, is hereby authorized to execute a recruiting agreement for the services of recruiting and providing a qualified candidate for the open Mental Health Practitioner Position.

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 6**

**Amend Budget to Move Funds from 2017 into 2018 - Mental Health**

WHEREAS, Cortland County Mental Health received an additional \$29,110 from Federal Medicaid Administrative Salary Sharing Claiming in 2017 than budgeted, AND

WHEREAS, Horizon House received a \$250 donation for Client Enhancements in 2017 of which \$68 has not been spent, AND

WHEREAS, Federal Medicaid Administrative Salary Sharing Claiming funds are required to be used by the Local Government Unit of the Mental Health Department, AND

WHEREAS, the donor of the Horizon House funds requested that the monies be used to purchase

supplies for the clients at Horizon House, NOW THEREFORE BE IT

RESOLVED, that the additional funds received from Federal Medicaid Administrative Salary Sharing of \$29,110 and the balance of the donation made to Horizon House of \$68 be moved from the 2017 budget into the 2018 budget and the County Mental Health budget be amended as follows:

2018 Increase Revenue:

| Account:  | 2018 Budget: | Increase: | Revised Budget: |
|---|--------------|-----------|-----------------|
| A431044 44490 4200<br>MH Federal Salary Sharing | \$ 84,900    | \$29,110  | \$ 114,010      |
| A432042 41620 4207<br>Horizon House Fees        | \$146,382    | \$ 68     | \$ 146,450      |

2018 Increase Expense:

| Account:  | 2018 Budget: | Increase: | Revised Budget: |
|---|--------------|-----------|-----------------|
| A43105 54055 4200<br>MH Professional Services   | \$ 18,100    | \$29,110  | \$ 47,210       |
| A432042 41620 4207<br>Horizon House Client Enha | \$ 0         | \$ 68     | \$ 68           |

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 7**

**Increase in State Aid Funding for Catholic Charities - Mental Health**

WHEREAS, the NYS Office of Alcohol and Substance Abuse Services has increased the amount of 2017 funding for Catholic Charities in the amount of \$719 to purchase a washer, NOW THEREFORE BE IT

RESOLVED, that the 2017 County Mental Health budget be amended as follows:

Increase Revenue:

| Account:                                | 2017 Budget: | Increase: | Revised Budget: |
|---|--------------|-----------|-----------------|
| A431043-43492-4224<br>NYS OASAS Funding | \$ 277,785   | \$719     | \$ 278,504      |

Increase Expenses:

|                                      |            |       |            |
|--------------------------------------|------------|-------|------------|
| A43105-54870-4224<br>NYS OMH Funding | \$ 277,785 | \$719 | \$ 278,504 |
|--------------------------------------|------------|-------|------------|

**ON MOTION OF DISCENZA**

**AGENDA ITEM NO. 8**

**Contract with Houghton College for Intern - Mental Health Department**

WHEREAS, the Cortland County Mental Health Department must execute a contract with Houghton College to provide internship opportunities to students, AND

WHEREAS, there are no costs to Cortland County associated with these internships, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval

by the County Attorney, and subject to appropriation of funding by the Legislature, is hereby authorized to execute an agreement for 2018 with Houghton College.

## **Action Items**

### **Area Agency on Aging**

1. Approval to Hire - Aging Services Coordinator - Area Agency on Aging
2. Approval to Hire - Food Service Helper, Aging
3. Approval to Hire - Aging Services Specialist - Area Agency on Aging

## **Discussion Items**

### **Child Advocacy Center**

### **Youth Services**

### **Veteran's Services Agency**

### **Workforce Development**

### **Social Services**

## **Adjournment**



# Health & Human Services Committee

## Committee Meeting

### ~ Minutes ~

60 Central Ave.  
Cortland, NY 13045  
<http://www.cortland-co.org>

Thursday, December 7, 2017

9:00 AM

Room 304

### Call to Order

| Attendee Name      | Title       | Status  | Arrived |
|--------------------|-------------|---------|---------|
| Amy Cobb           | District 2  | Excused |         |
| Gordon Wheelock    | District 10 | Present |         |
| Sandra Price       | Vice Chair  | Present |         |
| Mary Ann Discenza  | Chair       | Excused |         |
| Raylynn Knolls     | District 7  | Present |         |
| James Denkenberger | District 16 | Excused |         |
| Christopher Newell | District 11 | Present |         |

### Minutes Approval

Health & Human Services Committee - Committee Meeting - Nov 2, 2017 9:00 AM

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Christopher Newell, District 11  
**SECONDER:** Raylynn Knolls, District 7  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

Health & Human Services Committee - Special Meeting - Nov 16, 2017 4:30 PM

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Christopher Newell, District 11  
**SECONDER:** Raylynn Knolls, District 7  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

### Presentation

#### Veteran's Services Agency

Mr. Bullock reported that there has been a discovery of a parasite in Southeast Asia that is causing concern by Vietnam vets. This parasite remains dormant for years and when acts up individuals only have a short time to live. At this time there although it is available is no set procedure to automatically test for this parasite. Studies by the United States took fifty individuals and it was determined that twenty percent of them were positive. It is possible for veterans to request they be tested. Mr. Bullock said the Veterans Administration ha not yet taken a real look at this situation.

Mr. Bullock expressed his appreciation to the Legislature for its support of his office.

### Resolutions

#### Area Agency on Aging

AGENDA ITEM NO. 1 – Miscellaneous Groceries and Frozen Foods

Minutes Acceptance: Minutes of Dec 7, 2017 9:00 AM (Minutes Approval)

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Raylynn Knolls, District 7  |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

## Monthly Report

Ms. Haskins reported on the following items:

- Today is the last day for the annual Medicare enrollment. Her office has seen 599 individuals since October 15<sup>th</sup>. For those individuals not able to be assisted within the office a referral has been made to the 800 number provided. There are 21 individuals that have a special enrollment period due to their circumstances.
- The office has been very busy with HEAP applications.
- The State conducted a compliance visit two weeks ago and they were very impressed, especially regarding the Expanded In-home Services for the Elderly Program (EISEP). This program is designed to keep people in their home versus long-term care facilities.
- The State noted that the County handles a lot of cases that are different than others and discussed the New York Connects and Care Givers Resource Programs.
- The March for Meals Program will once again take place.
- Joe Regan is once again offering his Subaru fundraising. For each Subaru purchased between November 16 and January 2 he will donate \$250 to the Meals on Wheels Program. In addition, Mr. Regan is providing some Subaru vehicles on December 22<sup>nd</sup> for the volunteers to deliver the meals.
- Ms. Haskins said that with regard to the Fiscal Officer vacancy she is sending weekly reports to keep all apprised of the work being completed. At this time, she is focusing on the fiscal needs of the department and keeping the funds moving into the proper accounts.

## Workforce Development

Ms. Wheaton reported there were 340 job seekers, 65 businesses, and 8 service providers in attendance at the job fair. Approximately 50 students participated and were well accepted, engaged youth. There is a number of individuals currently in training and it was noted that approximately 30 people participated in BOCES classes last semester.

Ms. Wheaton said businesses speak to her about the need to have skilled workers; she is continually working on how to fill this gap. One thing she is considering is to speak directly to the business owners first to determine their needs which should help to know what training is the best to offer. Ms. Wheaton is looking at the possibility of open houses to educate people on what is available. She is also meeting with school age youth that are not planning to go on to higher education.

Mr. Ferri reported the Workforce Investment Opportunity Act legislation requires writing a local plan that would be a collaboration with the regional plan. The last plan was developed in 2015 and it is now being prepared to be in place over the period of January 1, 2017 through June 30, 2021. He shared information on unemployment levels and its correlation to educational levels.

Mr. Ferri reported the funding level is critical for workforce investment areas. NYSTAP has been lobbying both state and federal representatives in an effort to try to keep 2018 funding flat. In mid-November Mr. Ferri contacted local businesses asking for support, however, sadly, only one business

responded. He is concerned that the State is moving to keep the federal funds and distribute via the Central New York Regional Development Board rather than directly funding. If that occurs it may be necessary to reduce staff or close one of the offices.

### **Social Services**

AGENDA ITEM NO. 2 – Authorize Educational Institution Agreements DSS

This resolution would provide the ability to utilize interns within the department.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Christopher Newell, District 11                                   |
| <b>SECONDER:</b> | Raylynn Knolls, District 7  |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

### **Action Item**

1. Approval to Hire - Social Services Attorney - Department of Social Services

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Sandra Price, Vice Chair  |
| <b>SECONDER:</b> | Raylynn Knolls, District 7  |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

### **Monthly Report**

#### **Health Department**

AGENDA ITEM NO. 3 – Authorize Agreements Health Department/Jacobus Center for Reproductive Health (Ahlers and Interpreters)

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Raylynn Knolls, District 7  |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

AGENDA ITEM NO. 4 – Authorize Agreement Health Department/Environmental Health (Hearing Officer Services)

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Raylynn Knolls, District 7  |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

AGENDA ITEM NO. 5 – Authorize Agreement with Care Compass Network - County Departments (Health, Mental Health, Area Agency on Aging)

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Christopher Newell, District 11                                   |
| <b>SECONDER:</b> | Raylynn Knolls, District 7  |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

AGENDA ITEM NO. 6 – Amend Budget - Health Department - PREK



**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Christopher Newell, District 11  
**SECONDER:** Raylynn Knolls, District 7  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

AGENDA ITEM NO. 7 – Authorize Agreement/Accept Funds - Health Department/Environmental Health -State Indoor Radon Grants Program

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Christopher Newell, District 11  
**SECONDER:** Raylynn Knolls, District 7  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

AGENDA ITEM NO. 8 – Authorize Agreement/Accept Funds Health Department/ Jacobus Center for Reproductive Health (Title X State Grant)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Raylynn Knolls, District 7  
**SECONDER:** Christopher Newell, District 11  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

AGENDA ITEM NO. 9 – Authorize Agreement Health Department/Jacobus Center for Reproductive Health (Consultant)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Raylynn Knolls, District 7  
**SECONDER:** Christopher Newell, District 11  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

AGENDA ITEM NO. 10 – Authorize Agreement Health Department/Administration Private Companies, Schools, Health Facilities, Private Organizations

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Christopher Newell, District 11  
**SECONDER:** Raylynn Knolls, District 7  
**AYES:** Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell  
**EXCUSED:** Amy Cobb, Mary Ann Discenza, James Denkenberger

## Monthly Report

Ms. Feuerherm provided the following report:

- The flu vaccination is not as effective as hoped, however, it is better to have the vaccine than not. If the flu is contracted it would be a lighter case than without it.
- The IPRO Family Planning review is taking place and upon completion there will be a 45 day period before the final report is received. This information is included in the Department of Health Annual Report. During the first quarter of 2017 there were six clients that did not receive treatment in a timely manner; this was resolved with the approval of hiring on a per diem basis. Ms. Feuerherm noted one of the clients required the evaluation taking place in Syracuse.

Mr. Barylski asked for information on radon levels within the County. Ms. Feuerherm said the cut-off is at .4 and there are areas of the County that exceed that level. The Healthy Neighborhoods

Program provides radon kits and education. Mr. Barylski asked about using a home mailing to inform residents of radon. Ms. Feuerherm replied that experience has shown the program itself more useful than a mailing. She does not know the total number of homes with excessive radon since not all tests are reported to the department. Mr. Ferri noted radon mitigation costs can range from \$2,000 to \$2,500 or more. New construction would take mitigation into account and more of the concern is existing homes; radon has an impact on lung cancer.

Mr. Newell asked about the shingles vaccine and was informed the Health Department is not involved with that vaccine.

### Youth Services

Ms. Smith said she has received the final contract for the youth programs and will be receiving the 2017 invoices within the next week. She reported the Youth Services Board is stronger than it has been in some time and will be developing a schedule for 2018 meetings in the near future. Ms. Smith said the timing of contracts will enable monitoring of the programs. At this time the 2018 allocations has not been determined; it was developed as a level budget and adjustments will be made as additional information is received. She expressed a desire to have Legislature representation on the board.

Ms. Smith said two more municipalities, Marathon and McGraw, have expressed interest in the programs. She would like to be able to address members of the County, City, Towns, Villages, School Committee at its March meeting to provide information on the program. Ms. Smith said there has previously been confusion regarding the process required to obtain grants; as a result she has developed a detailed work plan to assist applicants.

Ms. Knolls asked if the County has a car seat program. Ms. Smith said it does, however, it is restricted to low income families. Currently the Evenflo units are being distributed and the funding level was increased to \$11,000 from the \$4,000 previously provided. Although seats cannot be provided to those not meeting the criteria, education is available and car seat checks completed by the Sheriff and City Police may enable an update of seats as their funding stream is different.

### Mental Health

#### AGENDA ITEM NO. 11 – Contract with Hillside Children's Center Mental Health Department

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Sandra Price, Vice Chair  |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

#### AGENDA ITEM NO. 12 – 2018 Contracts for Professional Services - Mental Health Department

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Sandra Price, Raylynn Knolls                                      |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

#### AGENDA ITEM NO. 13 – 2018 Contracts - State Aid - Mental Health Department

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Sandra Price, Christopher Newell                                  |
| <b>SECONDER:</b> | Raylynn Knolls, District 7  |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

AGENDA ITEM NO. 14 – Lease Renewal Cortland County Mental Health

Mr. Thayer said last year a one-year contract was provided. The five-year contract will maintain costs and decrease escalation. A question was asked whether there are clauses within the contract that would enable the County to cancel if desired. Ms. Howe believes there are and said she will review the contract prior to the Legislature meeting to ensure it is included.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Raylynn Knolls, District 7  |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

AGENDA ITEM NO. 15 – Appointment/Confirmation of Members of Community Services Board and All Subcommittees - Mental Health

It was noted this resolution will bring all of the Mental Health advisory boards into compliance with State regulations of dropping only 1/3 of the board at a given time.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Raylynn Knolls, District 7  |
| <b>SECONDER:</b> | Christopher Newell, District 11                                   |
| <b>AYES:</b>     | Gordon Wheelock, Sandra Price, Raylynn Knolls, Christopher Newell |
| <b>EXCUSED:</b>  | Amy Cobb, Mary Ann Discenza, James Denkenberger                   |

## Monthly Report

Mr. Thayer reported the temporary nurse practitioner has been on staff for four weeks and is doing well. This will assist in alleviating the waiting period. Mr. Thayer said it is difficult to hire a full time employee for the necessary position, which is not just a local but statewide issue. If a hiring agency were utilized to fill the position there is a twelve percent reduction of what an individual's salary would be. If municipalities are a member of Care Compass it is possible to attract individuals from outside our area.

The Department is in the process of developing an internship program with the University of Binghamton Nursing School. He will be interviewing student who will graduate in May; it is hoped the internships will help create more resources.

On December 12, 2017 at 3:00 p.m. there will be the annual joint meeting of the Board and Subcommittees. One item that has been worked on is with regard to reporting out emergency services.

Mr. Thayer spoke of the meeting with our state representative that included discussions on the needs of developmentally disabled individuals and the need for housing when discharged from facilities. There is work going on throughout the state to obtain information. Mr. Thayer will keep the Committee posted on the progress.

## Discussion Items

### Child Advocacy Center

Ms. Beard was not present due to work obligation, however, provided the following report through Ms. Fuller:

The Senior Centers generously donate blankets and hats they make to the agency. To personally thank the seniors and educate them on the work done Ms. Beard and a staff member went to the centers.

On December 8, 2017 Ms. Beard, District Attorney Perfetti, and other staff will be going to Borg Warner to receive a donation. This was a result of a Borg Warner employee seeing information on the agency's fund-raising activities and asking the firm to participate.

Ms. Beard said that funds provided from Cornell Credit Union will go through the 501c3 account to set up the second interview room.

### Health Department - Continued

Annual Performance Report Early Intervention Program- Health Department

This document was provided for information.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>COMPLETED</b> |
|----------------|------------------|

### **Executive Session**

Executive Session - Personnel

It was MOVED by Mr. Newell, seconded by Ms. Knolls, and unanimously adopted by voice vote by members present, to enter into an executive session to discuss personnel matters.

An executive session was held from 10:00 a.m. to 10:25 a.m., at which time on motion open session resumed.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>COMPLETED</b> |
|----------------|------------------|

### **Adjournment**

On motion the meeting adjourned at 10:25 a.m.

## AGREEMENT

CORTLAND COUNTY Mental Health DEPARTMENT

AND

Houghton COLLEGE

THIS AGREEMENT, entered into this 11 day of Dec, 2017, by and between the COUNTY OF CORTLAND, New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, through its Mental Health Department, and Houghton COLLEGE, (the "COLLEGE"), with offices located at

**PURPOSE:** The purpose of this Agreement is for the COLLEGE to provide and the COUNTY to accept student observers or interns.

**WITNESSETH,** that the COUNTY and the COLLEGE, under the conditions hereafter named, agree as follows:

**ARTICLE 1. RESPONSIBILITIES**

- A. The COUNTY will make facilities available in areas approved jointly by designated Administrative Personnel of the COLLEGE and Cortland County mental Health Department.
- B. Both parties shall consult and cooperate with each other in establishing mutually acceptable standards and procedures for selection and assignment of students, and other matters incidental to carrying out the provisions and purposes of this Agreement.
- C. The COLLEGE will require students, as a condition of participation in the clinical/field experience, to provide COUNTY with documentation of meeting health requirements, pursuant to Title 10 N.Y.C.R.R. Section 763.13. COUNTY shall advise COLLEGE and students of the necessary documents and requirements. *(Required for clinical/nursing interns only)*
- D. The COLLEGE agrees to limit the number of students assigned to the COUNTY to a number mutually agreed upon by the COLLEGE and designated representatives of the COUNTY, or if no Agreement is reached, a reasonable limit established by the COUNTY.
- E. The parties shall consult and cooperate with each other in establishing a mutually acceptable scope of experience pursuant to this Agreement.
- F. Professional conduct of faculty and students shall meet the rules and regulations of the COLLEGE and the COUNTY, copies of which shall be provided by the respective parties upon request. A student participating under this agreement must be in good standing with the COLLEGE. The COUNTY reserves the right to remove any student or faculty member who fails these or who fails to meet qualifications essential to the profession or fails to cooperate with the program. Such withdrawal, however, shall follow consultation between appropriate administrative personnel of the

COLLEGE and the COUNTY unless exigent circumstances prevent such consultation in advance of the removal.

- G. Students participating in an internship program involving visits to a client/patient unaccompanied by COUNTY staff may be required to provide COUNTY with a criminal background check in the form set forth by the COUNTY, as permitted by law.
- H. Notwithstanding any other provision of this contract, COUNTY remains responsible for:
- a. Ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and local Statutes, Rules and Regulations;
  - b. Planning, coordinating, ensuring the quality of all services provided; and
  - c. Ensuring adherence to the plan of care established for clients/patients.

#### **ARTICLE 2. PAYMENT**

The COUNTY shall not have any responsibility to pay either the COLLEGE or the student for any activities undertaken in connection with this contract. The COLLEGE and student shall have no responsibility to pay the COUNTY for any activities undertaken in connection with this contract.

#### **ARTICLE 3. TERM**

This Agreement shall be effective for five (5) years from the date signed by the COUNTY or until either party exercises the right to terminate this contract, subject to this Agreement.

#### **ARTICLE 4. COLLEGE'S AND STUDENT'S INSURANCE**

The COLLEGE shall not commence work under this Contract until the COLLEGE or the STUDENT has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) COLLEGE in all instances: Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate for all students participating under this agreement.
- (B) STUDENT with automobile to be used during an internship: Any student with an automobile shall provide proof of automobile coverage with at least \$100,000/300,000 Bodily Injury and \$50,000 Property damage or \$300,000 Combined Single Limit.
- (C) STUDENT where applicable: Professional Liability Insurance in the amount of \$1,000,000.00.

The COLLEGE, where applicable, shall submit at the time of the execution of this Agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY OF CORTLAND and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to the COUNTY within five business days of receipt. COLLEGE and STUDENT, where applicable, shall, on or before this 30 day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this Agreement.

All insurance coverage required to be purchased and maintained by the COLLEGE and STUDENT, where applicable, under this Agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the COLLEGE and/or the STUDENT, where applicable, for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter within three (3) days after the date of such accident.

#### **ARTICLE 5. REPRESENTATIONS OF COLLEGE**

The COLLEGE represents and warrants that it has made reasonable efforts to be familiar with Federal, State, municipal and departmental laws, ordinances and regulations which may in any way affect the work of those participating therein.

#### **ARTICLE 6. RIGHT TO TERMINATE CONTRACT**

This Agreement may be terminated by either party at the end of any school term upon 30 days written notice to the other party.

#### **ARTICLE 7. INDEPENDENT CONTRACTOR**

The STUDENT and the COLLEGE, including all its officers, employees and agents agrees that its relationship to the COUNTY, and any of its Departments or units, is that of an independent CONTRACTOR, and said COLLEGE covenants and agrees that it will not conduct itself as, nor hold itself out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that it will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit, and will not make application in its own right or on behalf of any student.

#### **ARTICLE 8. INDEMNIFICATION/HOLD HARMLESS**

The COLLEGE shall hold the COUNTY, its Departments, officers, employees, contractors, representatives and agents harmless from and indemnify it for any and all claims, fines, demands, losses, damages, expenses, including attorney's fees, and any final judgement of a court of competent jurisdiction to the extent attributable to the negligent or intentional acts and/or omissions of the COLLEGE or any of its directors, officers, employees, contractors, representatives, or agents when acting within the course and scope of their employment.

The COUNTY shall indemnify, defend, and hold the COLLEGE, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages, and expenses, including attorney's fees, relating to or arising out of any

negligent or intentional acts and/or omissions of the COUNTY or any of its directors, officers, employees, contractors, representatives, or agents.

**ARTICLE 9. ASSIGNMENT**

Neither party may assign or sub-contract this contract, or any portion thereof, without prior written consent of the other party hereto.

**ARTICLE 10. REQUIRED PROVISIONS OF LAW**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

**ARTICLE 11. VENUES AND DISPUTES**

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration.

**ARTICLE 12. REMEDIES**

The remedies specified herein shall be cumulative and in addition to any other remedies available at law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

**ARTICLE 13. NOTICES**

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the COLLEGE:

Houghton College  
Department of Psychology  
1 Willard Ave  
Houghton NY 14744

To the COUNTY:

Chairman of the Legislature  
County of Cortland  
60 Central Avenue  
Cortland, NY 13045

Attachment: Houghton College Contract (5089 : Contract for Intern)



**ARTICLE 14. SEVERABILITY**

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

**ARTICLE 15. WAIVER**

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**ARTICLE 16. MODIFICATION**

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**ARTICLE 17. EXECUTORY CLAUSE**

The COUNTY shall have no liability under this Agreement to the COLLEGE or to anyone else beyond funds appropriated and available for this Agreement.

**ARTICLE 18. APPLICABLE LAW**

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

**ARTICLE 19. NEW YORK STATE STANDARD CONTRACT CLAUSES**

The provisions of NYS State Standard Contract Clauses, attached hereto as "Appendix A", are hereby incorporated into this Agreement and made part hereof to the extent consistent herewith as per the signed acknowledgement as "Exhibit A".

**ARTICLE 20. PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by COLLEGE on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit B".

**ARTICLE 21. ASSUMPTION OF RISK**

COLLEGE must obtain and submit along with this Agreement, a signed Assumption of Risk, attached hereto as "Exhibit C", from each student participating under the auspices of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their signatures herein have agreed to be bound hereby.

COUNTY OF CORTLAND

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Donnell Boyden, Chairman  
Cortland County Legislature

Acknowledgement  
STATE OF NEW YORK )  
COUNTY OF CORTLAND )ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donnell Boyden**, 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 executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Houghton COLLEGE

DATE: 12/11/17

BY: William R Burrichter

W Burrichter PhD, LMHC  
Name of Signatory

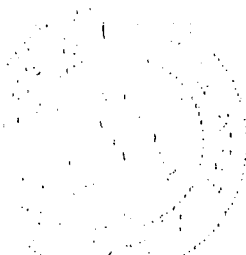
Associate Professor  
Title

Acknowledgement  
STATE OF NEW YORK )  
COUNTY OF Allegany )ss.:

On this 11<sup>th</sup> day of December, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Burrichter, 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 executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Molly M. Spear  
Notary Public

Molly M Spear  
Notary Public - New York  
Qualified in Cattaraugus County  
Registered in Allegany County  
Registration No. 01SP6058097  
My Commission Expires: April 30, 2019



Attachment: Houghton College Contract (5089 : Contract for Intern)

**EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)**

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: William R. Burnett Date: 12-6-17

Title: Associate Professor of Psychology

Attachment: Houghton College Contract (5089 : Contract for Intern)