Meeting of the Personnel Standing Committee of the Chemung County Legislature

Minutes of a meeting of the Personnel Committee of the Chemung County Legislature held in the Legislative Chambers, 5th Floor, Hazlett Building, 203 Lake Street, Elmira, New York on Tuesday, January 3, 2017


Legislators excused: William Fairchild

The meeting was called to order by the Chairman of the committee, Richard Madl.

Motion made by John Pastrick, seconded by Paul Collins, and Passed with a vote of 7-0, designating membership of Legislative Standing Committees.

Motion made by Peggy Woodard, seconded by Aola Jackson, and Passed with a vote of 7-0, confirming appointments to the Chemung County Aging and Long Term Care Advisory Council.

Motion made by Aola Jackson, seconded by John Pastrick, and Passed with a vote of 7-0, confirming appointments to the Chemung County Human Services Committee.

Motion made by Paul Collins, seconded by Peggy Woodard, and Passed with a vote of 7-0, authorizing agreement with the YWCA of Elmira and the Twin Tiers on behalf of the Chemung County Executive.

Motion made by Peggy Woodard, seconded by John Pastrick, and Passed with a vote of 7-0, authorizing agreement with the Senior Center on behalf of the Chemung County Executive (wellness program for Chemung County Retirees).

Motion made by Joseph Brennan, seconded by Paul Collins, and Passed with a vote of 7-0, re-creating Aging Services Assistant position on behalf of the Chemung County Department of Aging and Long Term Care.
Motion made by John Pastrick, seconded by Paul Collins, and Passed with a vote of 7-0, creating Maintenance Worker position on behalf of the Chemung County Department of Buildings and Grounds.

Motion made by Peggy Woodard, seconded by Aola Jackson, and Passed with a vote of 7-0, re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services.

Motion made by John Pastrick, seconded by Aola Jackson, and Passed with a vote of 7-0, amending the Staffing Plan for the Chemung County Department of Social Services.

OLD BUSINESS - Mr. Brennan asked if the hiring freeze was in effect. Mr. Mucci stated that the county is still under a hiring freeze and that only essential/mandated positions are being filled at this time.

The meeting was adjourned on the motion by Mr. Pastrick, seconded by Mr. Collins. Motion carried.
Resolution designating membership of Legislative Standing Committees

Resolution #: 01
Slip Type: OTHER
SEQRA status

Explain action needed or Position requested (justification):
The Chairman of the Legislature assigns the membership of the Chemung County Legislature to the following committees and designates the Chairman of each committee pursuant to the Rules of the Chemung County Legislature:

TBD

CREATION:
Date/Time: 12/21/2016 11:33:56 AM
Department:

APPROVALS:
Date/Time: Approval: Department:

ATTACHMENTS:
Name: Description: Type:
No Attachments Available
Resolution confirming appointments to the Chemung County Aging and Long Term Care Advisory Council

Resolution #: 02
Slip Type: OTHER
SEQRA status

Explain action needed or Position requested (justification):
Requesting confirmation of new appointments to the Aging and Long Term Care Advisory Council, pursuant to Article 27, of the County Charter, Resolution 168 of the year 1973 and Resolution 244 of the year 1976.

Virpi Loomis
19 Upper Clark Avenue
Van Etten, NY 14889
3-Year Term
1/1/2017-12/31/2019

John Goff
1302 West Church Street
Elmira, NY 14905
3-Year Term
1/1/2017-12/31/2019

CREATION:
Date/Time: 12/2/2016 11:20:45 AM
Department: County Executive

APPROVALS:
Date/Time: 12/15/2016 10:33 AM
Approval: Approved
Department: Budget and Research

Date/Time: 12/15/2016 10:44 AM
Approval: Approved
Department: County Executive

Date/Time: 12/16/2016 11:31 AM
Approval: Approved
Department: Legislature Chairman

ATTACHMENTS:
Name: Description: Type:
No Attachments Available
Resolution confirming appointments to the Chemung County Human Services Committee

Resolution #: 03
Slip Type: OTHER
SEQRA status

Explain action needed or Position requested (justification):
Pursuant to Local Law No. 1 of 1978 and Article II of the Chemung County Charter:

Appointments to fill unexpired terms (terms expire December 31, 2018 per Resolution No. 15-070):

Jennifer Wascher (replacing Morgan Hurd)
Daniel Porter (replacing Charles Peacock)
Michele Johnson (replacing Patricia Lambert)

CREATION:
Date/Time: 12/15/2016 1:48:44 PM
Department: Legislature Chairman

APPROVALS:
Date/Time: 12/19/2016 9:13 AM
Approval: Approved
Department: Budget and Research

Date/Time: 12/19/2016 9:49 AM
Approval: Approved
Department: County Executive

Date/Time: 12/19/2016 10:12 AM
Approval: Approved
Department: Legislature Chairman

ATTACHMENTS:
Name: Description: Type:
No Attachments Available

Item # 3
AGREEMENT

THIS AGREEMENT made between the COUNTY OF CHEMUNG (hereinafter referred to as the "COUNTY"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203 Lake Street, Elmira, New York 14902-0588,

AND

YWCA ELMIRA AND THE TWIN TIERS
211 Lake Street
Elmira, New York 14901

(hereinafter referred to as PROVIDER")

WITNESSETH

WHEREAS the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York; and as outlined in ATTACHMENT A, and

WHEREAS the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY and,

WHEREAS the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the COUNTY wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective January 1, 2017, and shall terminate on December 31, 2017.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as ATTACHMENT B, accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement at a sum not to exceed TWENTY THOUSAND DOLLARS ($20,000.00) for the term of this Agreement.

The COUNTY will provide payment to the PROVIDER as described in ATTACHMENT B, attached hereto and made a part hereof.
RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.
CLAIMS, PAYMENTS AND AUDITS

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

INSURANCE

10. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in Exhibit #1, and attached hereto as ATTACHMENT C.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS INDEMNIFICATION

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

NEPOTISM/CONFLICT OF INTEREST

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

13. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER
becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.

(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

(3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such
Federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds if Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

15. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

COOPERATION

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTORIANS PURPOSES

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER’s employees through this Agreement which become part of the employees’ personal spending money.

LOBBYING

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the
Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

GENERAL PROVISIONS

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

22. The following additional schedules are attached and made a part hereof: Exhibit 2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE: ________________, 2017

COUNTY OF CHEMUNG

BY: _______________________
THOMAS J. SANTULLI
COUNTY EXECUTIVE

DATE: ________________, 2017

YWCA ELMIRA AND THE TWIN TIERS

BY: _______________________
Authorized Signature
FED I.D.# ____________________

Attachment A = Service Description/Protocols
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Certificate
Exhibit #1 = Insurance Requirements
Exhibit #2 = Resolution
Job Description: Coordinator Chemung County Human Relations Commission

Job Title: Coordinator
Supervisor: CEO, YWCA

Program description:
The Chemung County Commission on Human Relations promotes the value of diversity and equal opportunity within the workplace and the community, fostering the recognition and elimination of discrimination through education, advocacy and public outreach. The program will be housed at the YWCA, Elmira and the Twin Tiers from January 2014. The Coordinator will be expected to have a general knowledge of the issues related to diversity and equal opportunity; awareness of and support for these values within the community and a general knowledge of the issues related to discrimination with a recognition of the importance for the elimination of discrimination within society.

Primary Responsibilities:
1) Further the racial justice and humanitarian goals of the HRC and the YWCA.
2) Coordinate education and outreach events for the HRC:
   - Develop diversity programming for area businesses, not-for-profits, education, and other organizations
   - Utilize social networking, other internet platforms and paper media for outreach and education in the community
   - Develop partnerships with area government organizations, spiritual communities, affinity groups, educational organizations, and social justice groups
   - Schedule and run the annual Human Relations Commission breakfast in the fall including the coordination of the WAY Awards presented at the breakfast
   - Address education and outreach goals as they are updated yearly by the HRC and the YWCA
   - Act as a liaison with other community groups and organizations

3) Provide coordination and support to the HRC Commission
   - Attend all meetings of the HRC Commission, taking minutes of these meetings
   - Work with Commission leadership to set and disseminate agendas and to disseminate minutes, notes and material to Commission members for regular and committee meetings.
   - Coordinate and execute additional functions as directed by the Commission, as time and funding allows.
   - Maintain mailing database.
   - Provide fiscal record keeping for Commission activities and accounting of staff time spent on Commission related activities
   - Represent program, Commission and YWCA in media where appropriate
   - Manage and maintain HRC resources (files, publications, videos and other educational materials)
4) Coordinate with YWCA goals where they correlate with HRC
   - Attend YWCA staff and committee meetings
   - Assist with YWCA's racial justice, diversity and youth programming
   - Keep regular office hours at the YWCA

Knowledge, skills, abilities and personal characteristics:
   - General knowledge of the issues related to diversity and equal opportunity
   - Awareness and support of these values in the community
   - Ability to express ideas clearly and concisely, both orally and in writing.
   - Strong working knowledge of a variety of computer applications.
   - Ability to understand complex oral and written directions.
   - Ability to keep accurate records and prepare analytical reports.
   - Physical condition commensurate with the demands of the position.

Performance Measures:
   - Timely and accurate completion of all reports for both internal and external sources.
   - Management of program budget with YWCA CFO/CEO.
   - Attend regular supervision with YWCA CEO.
   - Undertake job appraisal in accordance with YWCA Personnel Policies and Procedures.
   - Complete measurable outreach and education activities determined by the Commission and the YWCA.

Other: Drives on agency business as required. Reimbursement for miles according to IRS guidelines.
ATTACHMENT B
BUDGET/PAYMENT SCHEDULE

In consideration for services to be provided to the COUNTY, the COUNTY shall pay to the PROVIDER the annual sum of TWENTY THOUSAND DOLLARS ($20,000.00) payable in advance upon approval of the Chemung County Legislature.
ATTACHMENT "C"

PROVIDER IS REQUIRED TO FURNISH LIABILITY INSURANCE IN THE AMOUNT OF ONE MILLION DOLLARS IN COVERAGE,
EXHIBIT "1"
CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain Liability INSURANCE in the amount of ONE MILLION DOLLARS.

PROVIDER is further required to furnish a copy of proof of said coverage in a Certificate of Insurance naming the COUNTY as an additional insured. This Certificate of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER 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.
Resolution authorizing agreement with the YWCA of Elmira and the Twin Tiers on behalf of the Chemung County Executive

Resolution #: 04
Slip Type: CONTRACT
SEQRA status

Explain action needed or Position requested (justification):
The YWCA will coordinate and provide support to the Chemung County Human Relations Commission for the period 1/1/2017 to 12/31/2017. The County shall pay the YWCA an amount of $20,000.

Vendor/Provider: YWCA Elmira and the Twin Tiers
Term: 1/1/17-12/31/17
Total Amount: $20,000
Prior Amount

Local Share
State Share
Federal Share

Project Budgeted?: Yes
Funds are in Account #

CREATION:
Date/Time: 12/8/2016 11:20:21 AM
Department: County Executive

APPROVALS:
Date/Time: 12/15/2016 10:37 AM
Approval: Approved
Department: Budget and Research

Date/Time: 12/15/2016 1:22 PM
Approval: Approved
Department: County Executive

Date/Time: 12/16/2016 10:59 AM
Approval: Approved
Department: Legislature Chairman

ATTACHMENTS:
Name: YMCA_Agreement_Human_Relations_Commission_1_18_16.pdf
Description: Agreement
Type: Cover Memo
AGREEMENT

THIS AGREEMENT made between the COUNTY OF CHEMUNG (hereinafter referred to as the “COUNTY”), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203 Lake Street, Elmira, New York 14902-0588,

AND

THE SENIOR CENTER, INC.
425 Pennsylvania Avenue
Elmira, NY 14904

(hereinafter referred to as PROVIDER”)

WITNESSETH

WHEREAS the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York; and as outlined in ATTACHMENT A, and

WHEREAS the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY and,

WHEREAS the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the COUNTY wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective January 1, 2017, and shall terminate on December 31, 2018.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as ATTACHMENT B, accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement at a sum not to exceed FOURTEEN THOUSAND FOUR HUNDRED DOLLARS ($14,400.00) per year for the term of this Agreement.

The COUNTY will provide payment to the PROVIDER as described in ATTACHMENT B, attached hereto and made a part hereof.
RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker’s Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.
INSURANCE

10. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in Exhibit #1, and attached hereto as ATTACHMENT C.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS INDEMNIFICATION

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

NEPOTISM/CONFLICT OF INTEREST

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

13. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.
B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.

(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

(3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds if Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil
monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

15. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

COOPERATION

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTARIAN PURPOSES

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employees' personal spending money.

LOYBING

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.
GENERAL PROVISIONS

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

22. The following additional schedules are attached and made a part hereof: Exhibit 2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE:_________________________ COUNTY OF CHEMUNG

BY: ___________________________
    THOMAS J. SANTULLI
    COUNTY EXECUTIVE

DATE:_________________________ THE SENIOR CENTER, INC.

BY: ___________________________
    Authorized Signature
    SS# or FED I.D.# ________________

Attachment A = Service Description/Protocols
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Certificate
Exhibit #1 = Insurance Requirements
Exhibit #2 = Authorizing Resolution

Dept. Head Approval/Initials: _______
ATTACHMENT “A”
SERVICE DESCRIPTION

The Senior Center will provide a wellness program for Chemung County Retirees to include full use of the fitness room, exercise classes and activities free of charge (except where the teacher may charge a fee directly) for any retiree 55 or older. The Senior Center has new, up-to-date equipment with an environment where seniors can comfortably exercise at their own pace.
ATTACHMENT B
BUDGET/PAYMENT SCHEDULE

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>INVOICE TO:</th>
<th>PAYMENT SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retiree Wellness Program</td>
<td>Personnel Department</td>
<td>$14,400 on or before January 31(^{st}) of each year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(or as soon thereafter as possible)</td>
</tr>
</tbody>
</table>
Resolution authorizing agreement with The Senior Center on behalf of the Chemung County Executive (wellness program for Chemung County Retirees)

Resolution #: 05
Slip Type: CONTRACT
SEQRA status

Explain action needed or Position requested (justification):
Retirees will have full use of the fitness room, exercise classes and activities free of charge (except where the teacher may charge a fee directly) for any retiree 55 or older. The Senior Center has new, up-to-date equipment with an environment where seniors can comfortably exercise at their own pace.

Vendor/Provider: The Senior Center, 425 Pennsylvania Avenue, Elmira, NY 14904

Term: 1/1/17-12/31/18
Total Amount: $14,400/year
Prior Amount

Local Share
State Share: Funds are in
Federal Share: 10-1430 50408

Project Budgeted?: Yes

CREATION:
Date/Time: 12/8/2016 11:02:44 AM
Department: County Executive

APPROVALS:
Date/Time: 12/15/2016 10:36 AM
Approval: Approved
Department: Budget and Research

Date/Time: 12/15/2016 1:23 PM
Approval: Approved
Department: County Executive

Date/Time: 12/16/2016 10:55 AM
Approval: Approved
Department: Legislature Chairman

ATTACHMENTS:
Name: Senior_Center.pdf
Description: The Senior Center Agreement
Type: Cover Memo
To: Tom Santulli, County Executive
Michael Mucci, Director of Personnel

From: Pamela M. Brown, Director

Date: December 14, 2016

Re: Request to Re-create one Aging Services Assistant Position

I respectfully request permission to re-create and fill one Aging Services Assistant position using available funds. The individual currently in this position is resigning effective 1/12/17. This position provides NY Connects services to link Chemung County residents and their caregivers to community-based long term services and supports to prevent or delay need for more costly nursing home admissions.

NY Connects: Choices for Long Term Care complies with federal statute creating Aging and Disability Resource Centers and is statutorily mandated through the NYS Elder Law. NY Connects is an essential component of the state’s efforts to rebalance the long term services and supports system so that people can live independently and remain at home and in their communities. NY Connects is being expanded and enhanced as a result of the federal Balancing Incentive Program (BIP) funding opportunity authorized under the Patient Protection and Affordable Care Act of 2010. This Aging Services Assistant position is integral to the provision of these services.
Resolution re-creating Aging Services Assistant position on behalf of the Chemung County Department of Aging and Long Term Care

Resolution #: 06
Slip Type: PERSONNEL
SEQRA status

Explain action needed or Position requested (justification):
Requesting permission to re-create and fill one full time Aging Services Assistant position at the Chemung County Department of Aging and Long Term Care due to the resignation of an employee. This position provides NY Connects services to link Chemung County residents and their caregivers to community-based long term services and supports to prevent or delay need for more costly nursing home admissions.

Re-creation Full-time Salary / Fringe Benefits
Civil Service approval required: No
Salary/Grade: CSEA Schedule B-2, Grade 9 Range: $16.34-17.28/hr
Budget Account Number: 10-6772-6772 Funds Available? Yes
Reimbursement / Federal: 75 Due to: Resignation
Reimbursement / State: Due to (Other):

CREATION:
Date/Time: 12/14/2016 2:54:49 PM Department: Department of Aging and Long Term Care

APPROVALS:
Date/Time: Approval: Department:
12/15/2016 2:45 PM Approved Personnel Department
12/15/2016 2:45 PM Approved County Executive
12/16/2016 11:31 AM Approved Legislature Chairman

ATTACHMENTS:
Name: Description: Type:
Request to Re-create Aging Services Assistant Position
Cover Memo

Item # 6
Resolution creating Maintenance Worker position on behalf of the Chemung County Department of Buildings and Grounds

Resolution #: 07
Slip Type: PERSONNEL
SEQRA status

Explain action needed or Position requested (justification):
The Superintendent is requesting a Maintenance Worker position be abolished and re-created as contained in the Staffing Plan for the Chemung County /City of Elmira Buildings and Grounds Department due to resignation.

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<thead>
<tr>
<th>Re-creation</th>
<th>Full-time</th>
<th>Salary / Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Service approval required:</td>
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<tr>
<td>Salary/Grade:</td>
<td>CSEA Schedule A-2, Grade 6</td>
<td>Range: $15.38 per hour</td>
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<td>Budget Account Number:</td>
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<td>Funds Available? Yes</td>
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<td>Reimbursment / Federal:</td>
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<td>Due to: Resignation</td>
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<td>Reimbursment / State:</td>
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<td>Due to (Other):</td>
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CREATION:
Date/Time: 12/14/2016 3:37:38 PM
Department: Buildings and Grounds

APPROVALS:
Date/Time: Approval: Department:
12/19/2016 9:11 AM Approved Budget and Research
12/19/2016 10:15 AM Approved County Executive
12/21/2016 10:47 AM Approved Legislature Chairman

ATTACHMENTS:
Name: Description: Type:
No Attachments Available
CASEWORKER

This vacancy is in the Children and Family Services/Child Protective Services Team that is responsible for tasks, including but not limited to:

- Investigation of “hotline” reports alleged child abuse and neglect.
- Providing ongoing case management services for open cases.
- Referring and networking with community agencies to provide services to families. Some agencies include school districts, law enforcement, pediatricians, drug/alcohol services, counseling services and Family Court.
- Documentation of all casework activities.
- Correspondence including letters to service providers, affidavits for court proceedings, reports, referral packets, etc.
- Face to face contacts/interviews with clients.
- On call responsibilities.
- Local and state mandated paperwork requirements.
- Formulating service plans, including the identification of strengths and needs.
- Continual risk/safety assessment.
- Coaching/counseling for families.

This position requires a great deal of flexibility, strong oral and written communication skills, critical thinking skills, independent decision-making, problem-solving skills, the ability to engage families, conduct thorough assessments and to identify potential safety and risk factors for families.

Caseworkers in these positions receive between 3-5 new cases per week and are also responsible for investigations of subsequent reports on open investigations. They draft affidavits for Family Court for Abuse/Neglect petitions and are called upon for testimony. As we are mandated to provide 24/7, 365 days per year coverage for alleged reports of child abuse and neglect, workers are also required to provide on call coverage for Chemung County.
ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Social Services

DATE: 12/14/2016

1. Position Title: Caseworkers (2) FT ___ PT ___ Prior Resolution __________

Action Requested: Creation _____ Re-Creation ____ Other __________

Salary/Grade: $19.89/hour GR 12 Wage Range __________ Civil Service Approval: Y _____ N _____

Budget Account: 10-6010-0200 Funds Available: Y X N __

Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y X N __

Vacancy Due To: Resignation X Retirement ___ Promotion ___ Other __________

Attachments: Y X N ____

2. Position Title: _________________ FT ___ PT ___ Prior Resolution __________

Action Requested: Creation _____ Re-Creation ____ Memo Attached

Salary/Grade: ___________ Wage Range NA Civil Service Approval: Y _____ N _____

Budget Account: ___________ Funds Available: Y ___ N ____

Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y _____ N __

Vacancy Due To: Resignation __ Retirement ___ Promotion ___ Other __________

Attachments: Y ___ N ____

3. Position Title: _________________ FT ___ PT ___ Prior Resolution __________

Action Requested: Creation _____ Re-Creation ____ Other __________

Salary/Grade: ___________ Wage Range __________ Civil Service Approval: Y _____ N ____

Budget Account: ___________ Funds Available: Y ___ N ____

Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y _____ N __

Vacancy Due To: Resignation __ Retirement ___ Promotion ___ Other __________

Attachments: Y ___ N ____

4. Position Title: _________________ FT ___ PT ___ Prior Resolution __________

Action Requested: Creation _____ Re-Creation ____ Other Abolish

Salary/Grade: ___________ Wage Range __________ Civil Service Approval: Y _____ N __

Budget Account: ___________ Funds Available: Y ___ N ____

Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y _____ N __

Vacancy Due To: Resignation __ Retirement ___ Promotion ___ Other __________

Attachments: Y ___ N ____

Item # 8
Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services

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<tr>
<td>Slip Type:</td>
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**SEQRA status**

**Explain action needed or Position requested (justification):**

(2) Caseworkers (JK/EL)

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<table>
<thead>
<tr>
<th>Salary/Grade:</th>
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<th>Range:</th>
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<tr>
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<td>Funds Available?</td>
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**Reinbursement / Federal:**

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<tr>
<td>Resignation</td>
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**Reinbursement / State:**

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**APPROVALS:**

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<th>Approval:</th>
<th>Department:</th>
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<td>12/20/2016 9:30 AM</td>
<td>Approved</td>
<td>County Executive</td>
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<td>12/21/2016 10:49 AM</td>
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<td>Legislature Chairman</td>
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**ATTACHMENTS:**

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<td>Cover Memo</td>
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</table>

Item # 8
TO: Thomas Santulli, County Executive
    Michael Mucci, Director of Personnel

CC: Jennifer Stimson, Commissioner of Human Services
    Kim Stantz, Staff Development Coordinator

FROM: Christine O’Herron, Director of Administrative Services

DATE: December 13, 2016

RE: Social Services Staffing Plan

On behalf of the Department of Social Services, please consider this correspondence as our request to amend the current Social Services Staffing Plan. The amendment will include the request to abolish one Head Social Welfare Examiner and one Social Welfare Examiner, and add one Program Assistant and one Principal Social Welfare Examiner.

The Temporary Assistance (TA) Division is facing many changes over the course of the next year. The Medicaid caseload is continuing to decline with the opening of the New York State Health Exchange. In calendar year 2017, we expect Medicaid eligibility determination to shift in its majority to NYS. For this reason, we are abolishing one Social Welfare Examiner, Grade 9. We will continue to monitor caseloads and staffing during this transition. Please note that last month, we abolished one Head Social Welfare Examiner for this very reason.

The next major change the TA Division is facing in 2017 is the Integrated Eligibility System (IES) rollout. To better align with the overall system and planning needs associated with a new business process, the addition of one Principal Social Welfare Examiner, Grade 12 is requested. We anticipate a promotion within the department, at an approximate incremental cost of $5,500.

Next, the addition of one Program Assistant, Grade 9 is requested. Due to a retirement of a Head Social Welfare Examiner in the Quality Assurance Unit, a review of the current job duties and expectations led to the reclassification of title to Program Assistant. This position is expected to be filled in 2017 at a minimum salary of $29,740.

This amendment will result in a cost savings of approximately $78,090, as follows;

Item # 9
<table>
<thead>
<tr>
<th>Position</th>
<th>Change</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Social Welfare Examiner</td>
<td>(-)</td>
<td>($43,770)</td>
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<tr>
<td>Principal Social Welfare Examiner</td>
<td>+</td>
<td>$5,500</td>
</tr>
<tr>
<td>Head Social Welfare Examiner</td>
<td>(-)</td>
<td>($69,560)</td>
</tr>
<tr>
<td>Program Assistant</td>
<td>+</td>
<td>$29,740</td>
</tr>
</tbody>
</table>

Please see attached rationales for additional information. Thank you.
ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: __________________________ DATE: __________________________

1. Position Title: Head Social Welfare Examiner ___________ FT __ X__ PT _____ Prior Resolution _
   Action Requested: Creation ______ Re-Creation ______ Other Abolish _______
   Salary/Grade: $38.24 hr/GR 13 ___________ Wage Range NA ___________ Civil Service Approval: Y
   Budget Account: 10-6010-2000 __________________ Funds Available: Y X N __________
   Reimbursement: Federal 50 % State 25 % Local 25 % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other See Program Ass
   Attachments: Y ___ N ___

2. Position Title: Program Assistant __________________________ FT __ X__ PT _____ Prior Resolution _
   Action Requested: Creation ___ X__ Re-Creation ______ CS Commission approval 12-6-16
   Salary/Grade: $16.34/hr/GR 9 ___________ Wage Range ___________ Civil Service Approval: Y
   Budget Account: 10-6010-0100 __________________ Funds Available: Y X N __________
   Reimbursement: Federal 50 % State 25 % Local 25 % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other ___________
   Attachments: Y ___ N ___

3. Position Title: Social Welfare Examiner (SWE) __________ FT __ X__ PT _____ Prior Resolution _
   Action Requested: Creation ______ Re-Creation ______ Other Abolish _______
   Salary/Grade: $24.05/hr/GR 9 ___________ Wage Range $16.34/hr/B-2 ___________ Civil Service Approval: Y
   Budget Account: 10-6010-0100 __________________ Funds Available: Y X N __________
   Reimbursement: Federal 50 % State 25 % Local 25 % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other See Principal SW
   Attachments: Y ___ N ___

4. Position Title: Principal Social Welfare Examiner ___________ FT __ X__ PT _____ Prior Resolution _
   Action Requested: Creation ___ X__ Re-Creation ______ Other CS Commission approval 12-6-16
   Salary/Grade: $22.97/hr/GR 12 ___________ Wage Range $22.97-$34.69/hr ______ Civil Service Approval: Y
   Budget Account: 10-6010-0100 ______________ Funds Available: Y X N __________
   Reimbursement: Federal 50 % State 25 % Local 25 % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other ___________
   Attachments: Y ___ N ___

Item # 9
STAFFING PLAN AMENDMENT
Principal Social Welfare Examiner Rationale

The department has re-evaluated the needs of the division in an effort to better align us with Integrated Eligibility System (IES) and the transition of Medicaid that is occurring over the course of the next few years. In order to support this staffing change, we have requested the abolishment two (2) FTE’s: a Head Social Welfare Examiner and Social Welfare Examiner position (see attached personnel requisition).

This position would be assigned to the Temporary Assistance Division and is responsible for developing and delivering training relevant to all eligibility programs; developing and initiating quality assurance programs to ensure agency compliance with state and federal regulations for eligibility programs and making recommendations as to the granting of permanent status to probationary employees within the Temporary Division, including but not limited to:

- Directly supervises and manages the performance and activities of a group of employees within the Temporary Assistance Division.
- Determines and Re-determines eligibility for public programs, such as Public Assistance, Food Stamps, Medicaid, HEAP and Employment
- Evaluates training needs and conduct training relevant to all eligibility programs, including the Fair Hearing process
- Assists in the formulation of local policies and procedures that relate to eligibility for the various programs administered by the local social services district
- Interpret Federal, State and local policies and programs as they relate to financial and programmatic eligibility
- Plans and conducts quality assurance programs to ensure agency compliance with State and Federal regulations and to determine training needs for eligibility workers
- Assists in determining standards for workflow and productivity, analyze and interpret management reports and make recommendations related to staffing patterns
- Establishes processes for review of work and quality control within the division
- Establishes necessary controls for determining staff performance and complete performance evaluations
- Serves as the liaison for the agency with a variety of State Agencies
- Maintain cooperative relationships with other units and sections of the agency
- Maintains contact with community groups and other agencies in area of responsibility
STAFFING PLAN AMENDMENT

Program Assistant Rationale

This position would be assigned to the Quality Assurance Division and is responsible for performance of paraprofessional duties and providing program and technical assistance for one or more professional or technical positions. The incumbent would exercise a considerable amount of independent judgement in performing duties and apply various State and Federal laws, procedures, rules, regulations, and guidelines that require interpretation. Duties would include, but not limited to:

- Gathers, reviews, and evaluates data required by the program area
- Develops, maintains, and updates database programs and models
- Prepares, reviews, and evaluates a variety of reports and records
- Independently prepare summaries, and reports and assist with developing and applying agency policies and procedures
- Drafts preliminary action plans based upon analysis of data

The attached “Memo” outlines the cost savings of filling this position in the proposed title.
Resolution amending the Staffing Plan for the Chemung County Department of Social Services

Resolution #: 09
Slip Type: PERSONNEL
SEQRA status

Explain action needed or Position requested (justification):
Abolish a Head Social Welfare Examiner/Create a Program Assistant (LL)
Abolish a Social Welfare Examiner and create a Principal Social Welfare Examiner (JW)**

**Please note that we also requested the abolishment of a Head Social Welfare Examiner last month.

<table>
<thead>
<tr>
<th>Full-time</th>
<th>Salary / Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Service approval required:</td>
<td>No</td>
</tr>
<tr>
<td>Salary/Grade:</td>
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<td>Reimbursement / Federal:</td>
<td>Due to: Retirement, Resignation</td>
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<td>Reimbursement / State:</td>
<td>Due to (Other):</td>
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CREATION:
Date/Time: 12/8/2016 11:03:51 AM
Department: Social Services

APPROVALS:
Date/Time: 12/15/2016 10:37 AM
Approval: Approved
Department: Budget and Research
Date/Time: 12/15/2016 2:45 PM
Approval: Approved
Department: County Executive
Date/Time: 12/16/2016 10:57 AM
Approval: Approved
Department: Legislature Chairman

ATTACHMENTS:
Name: Description: Type: Item # 9