



MARCH 25, 2024 - 7:00 PM

**AGENDA
CORRECTIONS AND LAW ENFORCEMENT
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, AND III**

I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (Jail Dental Services)

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (Jail Dental Services)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Agreement with Daniel M. O'Connell, DMD to provide services to incarcerated individuals at the Chemung County Jail from 1/1/24 to 12/31/24. Services are to be billed monthly and per service, following the NYS Medicaid Dental Fee Schedule. Total not to exceed \$15,000 for the term of the Agreement.

Vendor/Provider Daniel M. O'Connell, DMD

Term	1/1/2024-12/31/2024	Total Amount	\$15,000	Prior Amount	\$15,000
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Local Share	0	State Share	0	Federal Share	0
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Project Budgeted?	Yes	Funds are in Account #	10.3120.3150 50434.68
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CREATION:

Date/Time:	Department:
1/31/2024 9:38:48 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 1:00 PM	Approved	County Executive	
3/19/2024 10:20 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
2024_O_Connell_Dental_Contract_Draft.doc	O'Connell Dental	Cover Memo

STAMP_ITEMNUMB

A G R E E M E N T

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 203-205 Lake Street, Elmira, New York 14902-0588,

AND

DANIEL M O'CONNELL, DMD, (hereinafter referred to as "**PROVIDER**") having his principal place of business at 2511 Corning Road, Elmira, NY 14903

W I T N E S S E T H

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, 2024** and shall terminate on **December 31, 2024**.

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.

The **COUNTY** will provide payment to the **PROVIDER** as described in **ATTACHMENT D**, 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 insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Before commencing the work, the PROVIDER shall furnish the COUNTY with a Certificate of Insurance or Binder showing that it has complied with this Exhibit, which certificate or proof of Professional Liability Insurance shall not be changed or cancelled until thirty (30) days written notice has been given to the COUNTY.

This Certificate of Insurance, if required, shall name the COUNTY as additional insured and will be attached to this Agreement as **ATTACHMENT "C"**.

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 60 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 is 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 employee's 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: _____

COUNTY OF CHEMUNG

BY: _____

**SHERIFF
WILLIAM A. SCHROM**

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**COUNTY EXECUTIVE
CHRISTOPHER MOSS**

DATE: _____

DANIEL M O'CONNELL, DMD

BY: _____

**Authorized Signature
Fed.I.D.# _____**

Attachment A = Service Description/Protocols

Attachment B = Budget

Attachment C = Insurance Certificate

Attachment D = Payment Schedule(s)

Exhibit #1 = Insurance Requirements

Exhibit #2 = Authorizing Resolution

Department Head Approval/Initials: _____

ATTACHMENT "A"

SERVICE DESCRIPTION

PROVIDER shall be responsible for the following:

1. Supervision of the dental needs of all inmates in the Chemung County Jail.
2. Adequate office space, equipment, supplies, materials and publications necessary for the delivery of dental care consistent with the standards of the American Correctional Association and the National Commission on Correctional Health Care.
3. PROVIDER and COUNTY agree that such duties and responsibilities can be accomplished within eight (8) hours per month.
4. Referrals to specialists as necessary.
5. COUNTY shall be responsible for keeping and maintaining all inmate Medical Records.
6. COUNTY agrees that once an inmate of the COUNTY jail is no longer located at the COUNTY jail (for any reason) then the relationship between PROVIDER and said inmate is terminated.
7. COUNTY agrees that the relationship between PROVIDER and inmates will terminate once incarceration ends, and PROVIDER is under no obligation to continue further treatment.

THE COUNTY SHALL PROVIDE:

- 1) Funding for medical treatment of inmates (e.g., hospitalization, X-rays, laboratory work, etc.)
- 2) Orientation to PROVIDER of COUNTY policies, records and procedures.
- 3) Medical Records storage pursuant to NYS laws.

ATTACHMENT "B"

BUDGET

The PROVIDER agrees to charge the COUNTY per service provided, following the New York State Medicaid Dental Fee Schedule. Services shall not exceed \$15,000 for the year.

ATTACHMENT "C"
CERTIFICATE OF INSURANCE

ATTACHMENT "D"

PAYMENT SCHEDULE

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that 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:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
DENTAL	SHERIFF	MONTHLY-PER SERVICE PROVIDED

EXHIBIT "1"

CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain PROFESSIONAL LIABILITY INSURANCE in the sum of at least ONE MILLION DOLLARS (\$1,000,000.00).

PROVIDER is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates 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.

Should the PROVIDER's insurance be written on a claims made basis, the PROVIDER agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, PROVIDER will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send us a Certificate of Insurance as evidence of the coverage required by this paragraph.