

HEALTH, HUMAN & SOCIAL SERVICES COMMITTEE
VETERANS' SERVICES AGENDA
AUGUST 22, 2017

*Committee Members: Supervisors Frasier, MacDonald, Vanselow, Montesi, Braymer,
McDevitt and Leggett*

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
 1. **Requesting transfer of funds from G/L A.6510 469 Other Pymts/Contributions to G/L A.6510 220 to purchase a standing desk.**
 - a. Multiple requests made by Office Specialist
 - b. Proactive health and welfare of employee
 - c. Available funds made possible from a reduction in cost of grave markers
- IV. Referrals/Pending Items:
 1. None
- V. Discussion Items:
 1. **Develop an agreement of services that the Warren County Veterans' Services Agency and Warren County Department of Social Services can collaborate on in order to administer cost effective benefits in the least amount of time to our clients.**
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

Attachments:

1. **Detailed General Ledger Report 1/1/2015 – 8/31/2017**
2. **Employee statement**
3. **Example of an agreement for review to support discussion**

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Veterans' Services

SIGNED: 

DATE: 8/4/2017

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.6510 469	Other Pymts/Contributions	A.6510 220	Office Equipment	450.00

Please state reason for transfers requested: Preventive measure of health & wellbeing at several request of the employee.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

Detail General Ledger Report

G/L Date Range 01/01/15 - 08/31/17

Exclude Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
A.6510 469 Other Payments/Contributions									
G/L Account Number	12/15/2015	2015-00006046	JE	AP	A/P Invoice Entry	Accounts Payable	2,175.00		\$0.00
								Balance To Date:	2,175.00
06/15/2017	2017-00002476	JE	AP	A/P Invoice Entry	Accounts Payable	Month December 2015 Totals	* 2,175.00	\$0.00	\$2,175.00
						Month June 2017 Totals	* 801.46	\$0.00	2,976.46
						Account Other Payments/Contributions Totals	* 2,976.46	\$0.00	\$2,976.46
						Department Veterans Services Totals	2,976.46	\$0.00	\$2,976.46
						Fund General Totals	2,976.46	\$0.00	\$2,976.46
						Grand Totals	2,976.46	\$0.00	\$2,976.46

Note:

Bronze foundry out of business. Made switch to powder coated aluminum (bronze in color).

August 17, 2017

Standing Adjustable Desk Request:

I am requesting a standing adjustable desk that can be placed on top of the current receptionist work area. Using an adjustable desk has a variety of benefits including:

- Preventing Static Muscle Fatigue
- Increased work productivity
- Reduced chance of weight gain
- Reducing potential back pain from prolonged sitting
- Reducing possible injury caused by working in one body position too long

Since my employment in November 2014, I have been experiencing an increase in overall muscle fatigue, back stiffness, and leg cramps all from staying in a static seated position. I have been trying to overcome some of these issues by squatting or kneeling periodically as I'm working VA claims and will even stand hunched over to stretch out my back. If a Veteran walks into the office I don't find it professional to be squatting at my computer and then have to rise up to greet someone.

When I am on the phone, I find myself standing and pacing as far as the phone cord will reach. This is especially true if I am explaining VA benefits to a Veteran or family member, in which the phone conversation could easily be 30-40 minutes long.

Having an adjustable desk will not only relieve the symptoms I've been experiencing but present a more professional environment for the reception area.



Cynthia Harris
Office Specialist
Warren County Veterans



Department of Social Services

111 Main Street, Suite 4, Delhi, New York 13753

Dana A. Scuderi-Hunter
Commissioner

(607) 832-5300

COOPERATIVE AGREEMENT

AGREEMENT by and between the Delaware County Department of Social Services, 111 Main Street Suite #4, Delhi, NY 13753, hereinafter called **DSS**, and the Delaware County Veteran Services Agency, 1 Gallant Avenue, Suite A, Delhi, New York, 13753, hereinafter called the **PROVIDER**.

WITNESSETH

WHEREAS, paragraph 3 of Social Services Law § 131-m reads “Each social services district shall designate staff having administrative responsibility for assuring the furnishing of information and referral regarding the following services and programs and for making appropriate inquiries related to the actual receipt of such services: financial assistance programs, health care and services, social services, employment services and other community services, including legal, education and consumer services,” and

WHEREAS, the Commissioner of Social Services of the County of Delaware may contract for the provision of the information and referral services, and applicable resources, and

WHEREAS, the Director of the Delaware County Veteran Services Agency has agreed to provide information and referral services and applicable resources to Delaware County veterans for the Department of Social Services, and

WHEREAS, the Commissioner of Social Services of the County of Delaware has, therefore, designated the staff of the Delaware County Veteran Services Agency to assist the Delaware County Department of Social Services in furnishing information and referral services and applicable resources to veterans and qualifying dependents regarding services and programs available to them, and

WHEREAS, DSS has determined that the amount of funds to be paid to the PROVIDER is reasonable and necessary to assure quality services; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the PROVIDER for the performance of these services.

NOW, THEREFORE, BE IT RESOLVED, that the parties in consideration of the above, do covenant and agree as follows:

1. The services to be furnished are delineated as information and referral services and the use of applicable resources. A more complete description is attached hereto and made a part hereof as Appendix A.
2. Said program shall be administered in accordance with standards, policies, procedures and regulations established by Department and New York State Department of Family Assistance and the Social Services Law.
3. DSS agrees to pay, and PROVIDER agrees to accept, as full compensation for the provision of said services and resources and applicable resources, up to the sum of _____ upon submission of vouchers satisfactory to DSS. Payment shall be based on actual expenses incurred less any revenue received from any other source(s). Appendix B attached hereto and made a part hereof is the governing budget.
4. The PROVIDER agrees to submit an annual report or interim report to the County and Department within thirty days (30) days after the end of each project and/or calendar year and/or Agreement period covering the achievement of the program goals, objectives and activities and how these were managed and their result.
5. This agreement shall become effective **December 31, 2016** and shall terminate on **December 31, 2017**.
6. The PROVIDER shall make available at any time for examination and audit by DSS and authorized delegates its books, records, papers and other relevant data pertaining to the funds disbursed by the County/DSS pursuant to this Agreement and pertaining to any other matters in relation to the organization and management of the PROVIDER's organization.
7. The PROVIDER hereby agrees and covenants that none of the funds received hereunder shall be used for lobbying purposes in regard to state and/or federal legislation.
8. Designated representatives of DSS and of the State Department of Family Assistance shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this Agreement.
9. PROVIDER agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs and the nature expended in the performance of this Agreement.
 - a. These records shall be subject at all reasonable times for inspection,

review or audit by State personnel and other personnel duly authorized by DSS.

b. PROVIDER agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by DSS.

c. PROVIDER agrees to include these requirements in all subcontracts and assignments.

10. The name and contact information of individual recipients of services shall be made available to DSS upon request for consultation or review.

11. PROVIDER agrees to retain all books, records, and other documents relevant to this agreement for six (6) years after final payment. State auditors and any persons duly authorized by DSS shall have full access to and the right to examine any of said materials during said period.

12. PROVIDER agrees to furnish all information, statistics, records and reports relating to its operation with the Department in such form and at such time as DSS may determine necessary.

13. DSS and PROVIDER shall observe and require the observance of applicable State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except that examination of records by Department as may be necessary to assure that the purpose of the agreement, will be effectuated, and also to otherwise comply with DSS' requirements and obligations under law.

14. The PROVIDER will maintain statistical records as required by DSS and will furnish such data at times prescribed by and on forms supplied by DSS. DSS and PROVIDER shall, through cooperative efforts, develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The PROVIDER will maintain financial books, records and necessary supporting documents as required by DSS. The PROVIDER will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this agreement. The PROVIDER agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by DSS.

16. Such financial and statistical records shall be subject to all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

17. The PROVIDER agrees that records relating to the provision of information and referral services and use of applicable resources shall be available at any reasonable time to an employee or official of a federal, state or local agency for the purpose of conducting of the fiscal audit.

18. Until the expiration of six (6) years after the furnishing of services pursuant to the AGREEMENT of any subcontract made pursuant to this Agreement, the PROVIDER and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of PROVIDER or subcontractor(s) that are necessary to certify the nature and extent of such costs.

19. The PROVIDER agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, not to any monies which or will become due and payable to it there-under, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Delaware and subject to such conditions and provisions as DSS may deem necessary. No such approval by DSS of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of DSS in addition to the total agreed upon compensation to be paid pursuant to Paragraph #3 hereof.

20. DSS and PROVIDER shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, and shall not discriminate in the admission, care, treatment, employment and confidentiality of persons with AIDS or HIV-related medical conditions, except in that examination of records by DSS as may be necessary to assure that the purpose of this agreement will be effectuated, and also to otherwise comply with DSS' requirements and obligations under law will be allowed. Any breach of confidentiality by PROVIDER, its agents, or representatives shall be cause of immediate termination of this agreement. Any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

“This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

21. PROVIDER agrees to comply with the requirements of the Civil Rights Act of 1964 and any amendments thereto.

a. PROVIDER agrees to comply with the requirements of Labor Law, Sections 220, 220-d, and 220-e as amended.

b. PROVIDER agrees to comply with the requirements of Executive Law, Sections 291-299 as amended.

c. PROVIDER will include the provisions of Clauses (a) through (c) in every subcontract in such a manner that these provisions will be binding upon each subcontractor as to operations to be performed within the State of New York.

22. The parties shall indemnify, defend, and hold each other harmless from any and all claims hereunder; either party shall submit any claims arising hereunder to the County of Delaware. The County of Delaware shall undertake the legal defense of any claims hereunder, and the County of Delaware shall pay claims hereunder where necessary.

23. The relationship of PROVIDER to DSS shall be that of independent contractor. PROVIDER, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, its officers, agents and employees will neither hold themselves out as, not claim to be, officers or employees of DSS and that they 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 State, County, of Department, including, but not limited to, Workers' Compensation coverage, medical benefits, unemployment benefits, social security, and retirement membership benefits or credits.

24. Veteran Services will still be an independent office of the County. The Director of Veteran Services shall continue to assume all of his independent responsibilities. Veteran's personnel shall be employees of Veteran Services for the purpose of hiring, firing and promotions.

25. a. This agreement may be terminated with or without cause by either party hereto at any time upon thirty (30) days written notice of intention to terminate.

b. This agreement shall be deemed terminated immediately upon the filing of a petition in bankruptcy or insolvency by or against PROVIDER, such termination shall be immediate and complete without cost or further obligation by DSS to the PROVIDER.

c. This agreement shall be deemed terminated immediately should Federal or State funds for this agreement become unavailable.

d. In the event of termination for any reason, the PROVIDER shall not incur new obligations for the terminated portion and the PROVIDER shall cancel as many outstanding obligations as possible.

26. This agreement may be amended whenever determined necessary by DSS and PROVIDER. All amendments must be in writing duly signed by both parties and be annexed to the contract.

27. The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein,

and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

28. In acceptance of this agreement, the PROVIDER covenants and certifies that it will comply in all respects with all federal, state and county laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employee's Liability Insurance, hours of employment, wages and human rights.

29. If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

30. The PROVIDER hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

31. It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by the State or County or Department beyond monies appropriated and available for the purpose thereof.

32. The following additional schedules are attached and made a part hereof:

- Appendix A - Scope of Services
- Appendix B - Budget

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

COUNTY OF Delaware

Date

By: _____
James Eisel, Chairman
Delaware County Legislature

Date

By: _____
Charles W. Piper, Director
Delaware County Veteran Services

Date: _____

By: _____
Dana A. Scuderi-Hunter, Commissioner
Delaware County DSS

STATE OF NEW YORK) ss:
COUNTY OF DELAWARE)

On the _____ day of _____, in the year _____ before me, the undersigned, personally appeared _____, 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 and 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

APPENDIX A – SCOPE OF SERVICES

Description

1. The Delaware County Veteran Services Agency advocates for and provides information, assistance, referral and claims representation to veterans, dependents, and other claimants for benefits provided by federal, state, or local legislation. Service Officers are nationally accredited by veteran's organizations and the U.S. Department of Veteran Affairs, under provisions of Title 38 United States code. They are legally appointed by claimants to present claims through appellate boards, if necessary.
2. Assistance in the following areas is provided to Delaware County veterans and their dependents year after year and has been since 1 October 1945 when the Delaware County Board of Supervisors established the local Veteran Services Agency in and for the County of Delaware:
 - Compensation for service-connected disabilities
 - Pension for non-service connected disabilities
 - Compensation to family members for service-connected deaths
 - Burial benefits
 - Federal grave markers
 - Insurance
 - Education and vocational rehabilitation

- Home loan guaranties
- Employment and reemployment
- Real property tax exemption
- Hospitalization and outpatient treatment
- Domiciliary care
- Military records corrections and military medals and awards
- Blind annuity applications

3. The Delaware County Veteran Services agency provides additional services unique to the needs of our particular area:

- Transportation service to the VA Medical Center – Albany
- Emergency funds to assist veterans in need
- Assistance and training for veterans' organizations
- Information to community service organizations
- Notary service
- Assistance in obtaining legal documents (marriage, birth, military)
- Cooperative programs with other agencies (employment, welfare)
- Assistance with community affairs (memorial services, etc.)

4. Within the limits of our resources, the Delaware County Veteran Services Agency continues to provide innovative services and programs to meet the new and expanding requirements of an aging veterans' population, and those veterans returning from recent wars with new and sometimes unknown disabilities. Further questions regarding specific services and eligibility may be addressed to Charles W. Piper, Director, Delaware County Veteran Services (607) 832-5345 or Dana A. Scuderi-Hunter, Commissioner, Delaware County Department of Social Services (607) 832-5206.